

# **Basic Data for Comparative Study of Status of Forces Agreements Concluded by the US [B]**

**(For explanation, see file [A])**

## **Appendix B-1 The Australia SOFA**

### **[Main agreements of SOFA]**

#### **Security Treaty between Australia, New Zealand and the United States of America [ANZUS]**

(Signed September 1, 1951 in San Francisco, entered into force April 29, 1952) 3 UST 3420; TIAS 2493; 131 UNTS 83

#### **Agreement between the Government of the Commonwealth of Australia and the Government of the United States of America concerning the Status of United States Forces in Australia, and Protocol**

(Signed and Entered into force May 9, 1963) 14 UST 506; TIAS 5349; 469 UNTS 55

\*Starting simply with Article number means that the provisions are cited from this agreement.

#### **Agreed Minutes of Interpretation of SOFA of 9 May, 1963 (Abbreviated as MOI)**

#### **Agreement between the Government of Australia and the Government of the United States of America concerning Defense Logistic Support** (Signed and entered into force November, 4 1989) TIAS 1571; UNTS 167

#### **Chapeau Defence Agreement (Exchange of Notes constituting an Agreement between the Government of Australia and the Government of the United States of America concerning certain Mutual Defence Commitments)**

(Signed and entered into force December 1, 1995) (Abbreviated as CDA) TIAS 12704; 1945 UNTS 263

#### **Agreement relating to operation of United States military flights through RAAF Base Darwin (Abbreviated as MFA)**

(Exchange of notes March 11, 1981, entered into force March 11, 1981) 33 UST 1300; TIAS 10112

#### **Agreement Between the Government of the United States of America and the Government of Australia Relating to the Operation and Access to an Australian Naval Communication Station at North West Cape in Western Australia** (Signed July 16, 2008 and entered into force November 24, 2011) (Abbreviated as NCSA or Naval Communication Station Agreement) TIAS 11-1124

### **[Historical development of NCSA from original to present]**

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|---|--|
| 1 | United States Naval Communication Station Agreement Act 1963 - SECT 2<br>The agreement between the Government of the Commonwealth of Australia and the Government of the USA<br>relating to the establishment of a U.S. Naval Communication Station in Australia<br>(Entered into force May 9, 1963) |
|---|--|

This is an original agreement relating to the facilities and areas to be used by the U.S. forces. The USG may establish, maintain and operate a naval communication station at North West Cape... The AUG grant to the USG all necessary rights of access to, and of exclusive use and occupancy of, such land.

**2 Amendment of July 12, 1968**

Art. 15 Second sentence: On the part of the Australian Government, the co-operating agency will be the Department of Defence. →  
Amended as Department of Navy.

**3 Amendment of January 21, 1975 (change to a joint facility)**

(1) Art. 1 be amended to read:

"In accordance with the terms and conditions set out in this agreement, the USG may establish, maintain and operate a Naval Communication Station (in this agreement called the "Station") at North West Cape in the state of Western Australia. The Station shall be operated by the armed forces of the two Governments as a joint facility";

*[Original text] In accordance with the terms and conditions set out in this Agreement, the USG may establish, maintain and operate a naval communication station (in this Agreement called "the station") at North West Cape in the State of Western Australia.*

(2) Art. 2 be amended to read:

"The AUG will acquire such land as is required for the purposes of the Station. All land so acquired will remain vested in the AUG, which will for the duration of this agreement grant to the USG all necessary rights of access to such land, and of exclusive use and occupancy thereof subject to the provisions of articles 1 and 4";

*[Original text] The AUG will acquire such land as is required for the purposes of the station. All land so acquired will remain vested in the AUG, which will for the duration of this Agreement grant to the USG all necessary rights of access to, and of exclusive use and occupancy of, such land.*

(3) Art. 14 be amended to read:

"Except as otherwise provided in this agreement, the construction, maintenance and operation of the Station will be without cost to the AUG (other than costs incurred directly by the AUG on behalf of its armed forces). The AUG will reimburse the USG for such expenses as the co-operating agencies of the two Governments agree should be met by Australia for the use of the Station by its forces";

*[Original text] Except as otherwise provided in this Agreement, the construction, maintenance and operation of the station will be without cost to the AUG. The AUG will reimburse the USG for such expenses as the co-operating agencies of the two Governments agree should be met by Australia for the use of the station by its forces.*

**4 Amendment of November 24, 1982**

Deleting Art. 6 and renumbering subsequent articles accordingly.

*[Deleted original Art. 6] The AUG will, jointly with the Government of the State of Western Australia, appoint a Civil Commissioner at Exmouth, who will have such functions as those Governments may vest in him and will represent them in such matters as they may determine.*

**5 Amendment of May 8, 1992**

The title of the Agreement was changed to "**Agreement between the AUG and the USG relating to the Operation of a Joint Australia/United States Naval Communication Station in Australia**". This was a preparatory step to the station becoming an Australian naval communication station.

(1) The Title shall be amended to read:

"Agreement between the AUG and the Government of the USG relating to the Operation of a Joint Australia/United States Naval Communication Station in Australia".

(2) The fifth para. of the Preamble shall be amended to read:

"Considering that the establishment, maintenance and operation of a joint Australia/United States naval communication station in Australia will materially contribute to that end;"

*[Original text] Considering that the establishment, maintenance and operation of a U.S. naval communication station in Australia will materially contribute to that end;*

(3) Art. 1 shall be amended to read:

"In accordance with the terms and conditions set out in this Agreement, the AUG and the USG shall maintain and operate a naval communication station (in this Agreement called "the station") at North West Cape in the State of Western Australia. The station shall be operated by the armed forces of the two Governments as a joint facility."

(4) Art. 4 shall be amended to read:

"The communication services of the station shall be available to the Australian and U.S. armed forces in accordance with technical arrangements made by the cooperating agencies of the two Governments."

*[Original text] The communication services of the station will be available to the Australian armed forces in accordance with technical arrangements made by the co-operating agencies of the two Governments.*

(5) Art. 13 shall be amended to read:

"Costs of operation, maintenance, modernisation, alteration and repair of the station shall be shared by the two Governments in accordance with technical arrangements made by the cooperating agencies."

*[Original text] Except as otherwise provided in this Agreement, the construction, maintenance and operation of the station will be without cost to the AUG. The AUG will reimburse the USG for such expenses as the co-operating agencies of the two Governments agree should be met by Australia for the use of the station by its forces.*

	<p>(6) Art. 14 shall be amended to read:</p> <p>"Technical arrangements implementing this Agreement shall be made by the cooperating agencies of the two Governments to determine, among other matters, the command and control, financial, security, and other responsibilities of the appropriate authorities of the two Governments for participation in the establishment, maintenance, operation and manning of the station. On the part of the AUG, the cooperating agency shall be the Department of Defence. On the part of the USG, the cooperating agency shall be the Department of the Navy."</p> <p><i>[Original text] Technical arrangements implementing this Agreement shall be made by the co-operating agencies of the two Governments. On the part of the AUG, the co-operating agency will be the Department of Defence. On the part of the USG, the co-operating agency will be the Department of the Navy.</i></p>
	<p>(7) Art. 15, para. (2) shall be deleted and replaced by the following:</p> <p>"(2) This Agreement shall remain in force until 8 May 1999. <u>Thereupon the station shall become an Australian naval communication station.</u> Thereafter, the USG shall have the right to guaranteed access and use upon terms and conditions which shall be mutually agreed between the two Governments."</p> <p>"(3) The U.S. shall be compensated by the AUG for the residual value, if any, of the buildings and equipment constructed or improved since 1963 at the station at the expense of the USG and not removed on termination of this Agreement. The amount and manner of compensation shall be as mutually agreed between the two Governments."</p> <p><i>[Deleted original text] Para. (2) The Agreement shall remain in force for at least twenty-five years and thereafter until the expiration of 180 days from the date on which one Government gives to the other Government notice in writing that it desires to terminate the Agreement.</i></p>
6	<p><b>Present (as of 2013): Agreement Between the Government of the United States of America and the Government of Australia Relating to the Operation and Access to an Australian Naval Communication Station at North West Cape in Western Australia</b></p> <p>The U.S. Naval Communication Station finally became 'Australian' Naval Communication Station.</p>

## [Abbreviations]

*See **Abbreviations** at the front page of this dissertation.*

AUG:	Australian Government
USG:	The United States Government

## [Definition of terms]

<b>Art. 1</b>
"Australia" includes the territories under the authority of the Commonwealth of Australia;

"members of the United States Forces" means personnel belonging to the land, sea or air armed services of the United States in Australia in connection with activities agreed upon by the two Governments, other than those for whom status is provided otherwise than under this Agreement;
<p>"members of the civilian component" means civilian personnel in Australia in connection with activities agreed upon by the two Governments who are neither nationals of, nor ordinarily resident in, Australia, but who are:</p> <p>(a) employed by the United States Forces or by military sales exchanges, commissaries, officers' clubs, enlisted men's clubs or other facilities established for the benefit or welfare of United States personnel and officially recognised by the United States authorities as non-appropriated fund activities; or</p> <p>(b) erving with an organisation which, with the approval of the Australian Government, is accompanying the United States Forces;</p>
"dependant" means a person in Australia who is the spouse of, or other relative who depends for support upon, a member of the United States Forces or of the civilian component.
<p><b>MOI Re: Art.1</b></p> <p>Australia gives approval for the American Red Cross and the University of Maryland to accompany USF in Australia.</p>

Items to be compared	SOFA and other agreements	
<b>1 Existence of security alliance</b>		
	Yes	Y
<b>2 Structure of alliance</b>		
	Multilateral and bilateral	M
<b>3 Respect for the law of the receiving state</b>		
	<p><b>Art. 13</b></p> <p>Consistently with agreements for the time being in force between Australia and the USA, the USG shall conform to the provisions of relevant Commonwealth and State laws and regulations, including quarantine laws and industrial awards and determinations, and U.S. personnel shall observe those laws and regulations. (CSA Art. 6 repeats the same text )</p>	
	<p><b>Art. 22</b></p> <p>The USG shall cooperate with the AUG in preventing any abuses of the privileges granted in this Agreement in favour of MFs, MCCs, and DPs and shall take appropriate measures to this end</p>	
<b>4 Entry and departure of foreign military personnel with relaxation of the customary immigration procedures</b>		

(a) Identification	<p><b>Art 2</b></p> <p>(1) The AUG shall facilitate the admission of MFs, MCCs, and DPs into, and their departure from, Australia in connection with activities agreed upon by the two Governments.</p> <p>(2) he undermentioned documents only, which must be presented on demand, shall be required in respect of MFs seeking to enter Australia:</p> <p>(a) personal identity card issued by the appropriate AS showing full name, date of birth, rank and number (if any), service and photograph;</p> <p>(b) ndividual or collective movement order issued by an appropriate AS and certifying to the status of the individual or group as a member or members of the USF; and</p> <p>(c) uch document conforming to standards approved by the World Health Organization as may be issued by the appropriate ASs in satisfaction of Australian health and quarantine regulations.</p> <p>(3) CCs and DPs shall be required to be in possession of a valid national passport and a certificate by the appropriate AS that the holder is a MCC or a DP. The certificate will serve in lieu of a visa.</p> <p>(4) The following additional conditions will apply with regard to the entry of MCCs and DPs to any of the Territories of Papua and New Guinea, Norfolk Island, Nauru, Cocos (Keeling) Islands or Christmas Island:</p> <p>(a) uch persons travelling by ordinary commercial transport shall comply with the normal entry requirements of the Territory concerned, including, in the case of Papua and New Guinea and Nauru, prior application for a permit of entry;</p> <p>(b) where such persons are travelling by special transport, the ASs shall give the ARs twenty-four hours notice of the arrival of such persons; such notice may be given in a collective movement order or nominal roll.</p>	
(b) Frontier crossings	<p><b>MOI Re: Art. 2</b> <i>refers to the application by civilians to enter Australian external territories.</i></p>	
(c ) Registration and Aliens Control	<p><b>Art. 2</b></p> <p>(5) MFs, MCCs, and DPs shall be exempt from Australian regulations on registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in Australia.</p>	
(d) Residence and Settlement	<p><b>Art 2. para. (5)</b> ..... but shall not be considered as acquiring any right to permanent residence or domicile in Australia.</p>	
(e) Expulsions and Removal	<p>(6) If a person other than an Australian national admitted into Australia in accordance with this Agreement ceases while still in Australia to be a MF, or MCC, or DP, the USG shall, within the framework of and subject to relevant U.S. laws and regulations, take steps to effect the departure from Australia of that person within thirty days of his so ceasing to be such a member or dependant, unless with the approval of the AUG other arrangements are made.</p>	

	<p>Where the former member or DP has not left Australia at the end of thirty days of his ceasing to be a member or DP and no other arrangements have been approved by the AUG, the ASs shall thereupon inform the AUG, giving particulars as may be required. Similar notification shall be given to the AUG concerning any members of the USF, who, after having been admitted into Australia, absent themselves for more than twenty-one days, otherwise than on approved leave.</p> <p>(7) If the AUG has requested the removal from Australia of a MF, or MCC, or DP admitted in accordance with this Agreement or has made a deportation order against a former member or DP who has not formally been granted permanent residence in Australia, the ASs shall be responsible for the transportation from Australia of the person concerned, and, where applicable, his dependants without cost to the AUG.</p>	
<b>5 Vehicles and Driving License or Permit</b>		
(a) Driving Permit (DRP)	<p><b>Art. 14</b></p> <p>(1) ARs shall accept as valid, without a driving test or fee, a driving permit or license issued by the appropriate AS to MFs, or MCCs for the purpose of driving military vehicles. For the purpose of driving vehicles other than military vehicles, a driving permit or license issued by the appropriate ARs shall be obtained.</p>	
	<p><b>MOI Re: Art. 14</b></p> <p>In Commonwealth territories Australia will issue driving permits or licenses to persons holding valid driving licenses issued by appropriate ASs without a driving test though some test of knowledge of local traffic rules may be required. The Commonwealth Government will use its best efforts to seek the agreement of the States to a comparable arrangement.</p> <p>The USG does not issue permits to drive military vehicles except to persons who undergo a test of competence and physical tests to determine their fitness to drive vehicles.</p>	
(b) Registration and Licensing of Vehicles, Vessels, and Aircraft	<p><b>Art. 14</b></p> <p>(2) fficial vehicles of the USF shall carry a distinctive number.</p> <p>(3) Privately owned vehicles of MFs, MCCs, and DPs shall carry Australian number plates to be acquired under and subject to the applicable Australian laws and regulations.</p>	
(c) Third Party Liability Insurance of Private Motor Vehicles, Trailers and Aircraft		
<b>6 Carrying Arms (and Uniform)</b>		
	<p><b>Art. 18</b></p> <p>Subject to any arrangement to the contrary between the authorities of the U.S. and Australia, the conditions governing the wearing of civilian dress by MFs shall be the same as those applicable to members of the appropriate forces of Australia.</p>	

	<p><b>Art. 19</b></p> <p>MFs may possess and carry arms on condition that they are authorized to do so by their orders, provided that arrangements regarding the carrying of arms outside areas and facilities in use by USF are to be agreed between the appropriate authorities of the two Governments.</p>	
<b>7 Police power (Military Police of the sending state and the Police of the receiving state) and the protection of the bases and information</b>		
<p>(a) Within the bases</p> <p>(b) Outside of the bases</p> <p>(c ) Protection of the bases and information</p>	<p><b>Art. 20</b></p> <p>(1) regularly constituted military units or formations of the USF shall have the right to police any camps, establishments or other premises or areas of which the USF have exclusive occupation as the result of arrangement with the AUG. U.S. military police may take all appropriate measures to ensure the maintenance of order and security in such premises or areas.</p> <p>(2) outside such premises and areas, U.S. military police will be employed only subject to arrangements with the appropriate ARs and in liaison with such appropriate ARs and in so far as such employment:</p> <p>(a) s appropriate to provide for the protection of U.S. installations in premises or areas of which the USF have the use, but not exclusive occupation; or</p> <p>(b) s necessary to maintain discipline and order among the MFs and to ensure their security.</p> <p>(3) The USG may, after appropriate consultation in any case between the relevant authorities of the two Governments, designate areas comprising buildings or portions of buildings or installations in premises or areas of which the USF have use or occupation to be areas into which only personnel authorized by the local U.S. Commander may enter. The USF will be responsible for the internal security of areas so designated.</p>	
<b>8 Jurisdiction (1) The definition of persons covered by SOFA - Who is to be protected under SOFA? -</b>		
	<p><b>Art. 1</b></p> <p>"members of the United States Forces" means personnel belonging to the land, sea or air armed services of the United States in Australia in connection with activities agreed upon by the two Governments, other than those for whom status is provided otherwise than under this Agreement;</p> <p>"members of the civilian component" means civilian personnel in Australia in connection with activities agreed upon by the two Governments who are neither nationals of, nor ordinarily resident in, Australia, but who are:</p> <p>(a) employed by the United States Forces or by military sales exchanges, commissaries, officers' clubs, enlisted men's clubs or other facilities established for the benefit or welfare of United States personnel and officially recognised by the United States authorities as non-appropriated fund activities; or</p>	



	<p>(b) serving with an organisation which, with the approval of the Australian Government, is accompanying the United States Forces;</p> <p>"dependant" means a person in Australia who is the spouse of, or other relative who depends for support upon, a member of the United States Forces or of the civilian component.</p>	
<b>9 Jurisdiction (2) Jurisdictional Decision</b>		
(a) Exclusive jurisdiction	<p><b>Art. 8</b></p> <p>(1) subject to the provisions of this Art.:</p> <p>(a) he AFs shall have the right to exercise within Australia all criminal and disciplinary jurisdiction conferred on them by the law of the U.S. over all persons subject to the military law of the U.S.;</p> <p>(b) he ARs shall have jurisdiction over MFs, MCCs, and DPs with respect to offences committed within Australia and punishable by the law of Australia.</p> <p>(2) (a) The AFs shall have the right to exercise exclusive jurisdiction over persons subject to the military law of the U.S. with respect to offences, including offences relating to its security, punishable by the law of the U.S., but not by the law of Australia.</p> <p>(2) (b) The ARs shall have the right to exercise exclusive jurisdiction over MFs, MCCs, and DPs with respect to offences, including offences relating to the security of Australia, punishable by the law of Australia but not by the law of the U.S.</p> <p>(2) c ) For the purposes of this para. and para. (3) of this Art., an offence relating to the security of a State shall include:</p> <p>(i) treason against the State;</p> <p>(ii) sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defence of that State.</p>	
(b) Concurrent jurisdiction	<p>(3) n cases where the right to exercise jurisdiction is concurrent the following rules shall apply:</p> <p>(a) The AFs shall have the primary right to exercise jurisdiction over persons subject to the military law of the U.S. in relation to:</p> <p>(i) offences solely against the property or security of the U.S., or offences solely against the person or property of a MF, MCC, or DP;</p> <p>(ii) offences arising out of any act or omission done in the performance of official duty.</p> <p>(b) In the case of any other offence the ARs shall have the primary exercise jurisdiction.</p>	
(c) Waiver of jurisdiction	<p>(c ) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other State considers such waiver to be of particular importance.</p>	

	<p>(4) The foregoing provisions of this Art. shall not confer on the AFs any right to exercise jurisdiction over persons who are nationals of or ordinarily resident in Australia unless they are MFs.</p>	
	<p><b>MOI Re: Art. 8</b>  The U.S. asked that the "NATO/Netherlands" formula govern requests by the U.S. for waiver by Australia of its primary right of jurisdiction. It is confirmed that Australia will be prepared to discuss the application of the "NATO/Netherlands" formula at a later stage when there has been more experience of the working of the Agreement.</p>	
<b>10 Jurisdiction (3) Differences in the right of the accused: arrest, custody, and related issues</b>		
<p>(a) Arrest, custody, and investigation</p>	<p><b>Art. 8</b></p> <p>(5) (a) The AFs and the ARs shall assist each other in accordance with arrangements to be agreed to by them in the arrest of MFs, or MCCs, or DPs in Australia and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.</p> <p>(5) (b) The ARs shall notify promptly the AFs of the arrest of any member of the USF or of the CC or of a DP.</p> <p>(5) c ) The custody of an accused MF, or MCC, or DP over whom Australia is to exercise jurisdiction shall, if he is in the hands of the ASs, remain with the U.S. to the extent authorized by U.S. law until he is charged by Australia.</p> <p>(6) a) The AFs and ARs shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure of and, in proper cases, the handing over of objects in connection with an offence. The handing over of such objects may, however, be made subject to their return within any reasonable time specified by the authority delivering them.</p> <p>(6) b) The AFs and ARs shall notify each other of the disposal of all cases in which there are concurrent rights to exercise jurisdiction.</p>	
<p>(b) Death penalty</p>	<p>(7) a) A death sentence shall not be carried out in Australia by the AFs.</p>	
<p>(c) Serving a sentence</p>	<p>(7) b) The ARs shall give sympathetic consideration to a request from the AFs for assistance in carrying out a sentence of imprisonment pronounced by the ASs under the provisions of this Article within Australia.</p>	
<p>(d) Trial</p>	<p>(8) Where an accused has been tried in accordance with the provisions of this Art. either by the AFs or by ARs and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned or has had sentence suspended, he may not be tried again for the same offence within Australia. However, nothing in this para. shall prevent the AFs from trying a MF for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of Australia.</p> <p>(9) Whenever a MF, or MCC or DP is prosecuted under the jurisdiction of Australia he shall be entitled:</p> <p>(a) o a prompt and speedy trial;</p>	

	<p>(b) to be informed, in advance of trial, of the specific charge or charges to be made against him;</p> <p>(c ) to be confronted with the witnesses against him;</p> <p>(d) o have compulsory process for obtaining witnesses in his favour, if they are within the jurisdiction of Australia;</p> <p>(e) o have legal representation of his own choice for his defence or to have free or assisted legal representation under the conditions prevailing for the time being in the part of Australia in which he is being prosecuted;</p> <p>(f) f he considers it necessary, to have the services of a competent interpreter; and</p> <p>(g) o communicate with a representative of the USG and, when the rules of the court permit, to have such a representative at his trial.</p>	
<b>11 Administrative jurisdiction</b>		
(a) Environment protection		
(b) Health and Sanitation	<p><b>Art. 13</b></p> <p>Consistently with agreements for the time being in force between Australia and the USA, the USG shall conform to the provisions of relevant Commonwealth and State laws and regulations, including <u>quarantine laws</u> and industrial awards and determinations, and U.S. personnel shall observe those laws and regulations.</p>	
(c) Employment and labor law	<p><b>Art. 15</b></p> <p>Local civil labour requirements of the USF shall be satisfied in the same way as the comparable requirements of the Australian armed forces and, upon request, with the assistance of the ARs.</p>	
	<p><b>Art. 13</b></p> <p>Consistently with agreements for the time being in force between Australia and the USA, the USG shall conform to the provisions of relevant Commonwealth and State laws and regulations, including quarantine laws and industrial awards and determinations, and U.S. personnel shall observe those laws and regulations.</p>	
	<p><b>MOI Re: Art. 13</b></p> <p>The undertakings of the USG including the undertaking to conform to industrial awards do not imply any waiver by the USG of its immunities under international law. Industrial awards and determinations in Australia shall not be construed to have any application to military personnel or members of the Civil Service of the U.S.</p>	
(d) Traffic (or Movement)	<p><b>Art. 23</b></p> <p>The last sentence of para. (3): Aircraft owned or operated by or on behalf of the USAF shall observe local Air Traffic Control Regulations while in Australia.</p>	
(e) Post	<b>Art. 11</b>	

	<p>(1) SF may, at the installations put at their disposal, establish and operate U.S. Military Post Offices for the handling of official correspondence and documents and mail of authorized individuals between these and other U.S. Post Offices. Detailed arrangements for the interchange of mails with or through the postal services of Australia shall be mutually agreed upon.</p> <p>(2) The ARs shall not inspect official mail in U.S. military postal channels. The ASs shall take all practicable steps to prevent items from entering Australia through U.S. official mails in contravention of Australian health or quarantine regulations.</p> <p>(3) Any inspection of non-official mail in such channels which may be required by the regulations of the AUG shall be <u>conducted by the ARs</u> in accordance with procedures to be agreed upon by the appropriate authorities of the two Governments.</p>	
	<p><b>MOI Re: Art.11</b>  The following details will apply to Military Post Offices:</p> <p>Reasonable quantities of utilitarian goods of a personal nature proper to the current needs of a MF, or MCC, or DP and bona fide gifts of a non-recurring nature may be brought in from the U.S. through military post offices free of customs duties and sales tax up to a limit of \$50, above which goods will be dutiable.</p> <p>This concession does not extend to tobacco products, spirituous liquors and fur apparel.</p> <p>In order that this arrangement may be adequately policed, the ASs will inspect parcels over \$20 and will also permit Australian customs officials to be located at military post offices for inspection of non-official mail and assessment of duties. From time to time, it may become necessary for the ARs to notify the AFs of sensitive items, the import of which will be more closely policed and perhaps liable to duty and sales tax when of a value less than \$50.</p>	
(f) Telecommunications	<p><b>NCSA Art. 8</b>  The USG may lease from the AUG communication services within Australia and to overseas destinations and may establish and operate radio circuits as required for the passing of defense communications. The radio frequencies, powers, bandwidths and other technical details shall be mutually determined by the cooperating agencies of the two Governments. The USG shall take all practicable measures to keep to a minimum all types of electronic interference from its radio transmitters. Such measures shall, pursuant to the International Telecommunications Union Constitution (1992, as amended) and the regulations thereunder, be particularly applicable in the case of harmful interference to established radio services.</p>	
<b>12 Claims</b>		
(a) Waiver and settlement of claims	<p><b>Art. 12</b>  (1) Each Government waives all its claims against the other Government for damage to any property owned by it and used by its land, sea or air armed forces where such property is in Australia or is being used outside Australia in connection with mutual defence activities, such as mutual participation in operations or exercises, provided that such damage:</p> <p>(a) was caused by a member or an employee of the armed forces of the other Government in the performance of his official duties; or</p>	

(b) arose from the use of any vehicle, vessel or aircraft owned by the other Government and used by its armed forces provided either that the vehicle, vessel or aircraft causing the damage was being used for official purposes, or that the damage was caused to property being so used.

Claims for maritime salvage by one Government against the other shall be waived, provided that the vessel or cargo salvaged was owned by a Government and being used by its armed forces for official purposes.

(2) (a) In the case of damage caused or arising as stated in para. (1) of this Art. to other property owned by either Government and located in Australia, the issue of the liability of the other Government shall be determined and the amount of damage shall be assessed, unless the two Governments agree otherwise, by a sole arbitrator selected in accordance with subpara. (b) of this para. The arbitrator shall also decide any counter-claims arising out of the same incident.

(2) (b) The arbitrator referred to in subpara. (a) of this para. shall be selected by agreement between the two Governments from amongst the nationals of Australia who hold or have held high judicial office.

(2) (c) Any decision taken by the arbitrator shall be binding and conclusive.

(2) (d) The amount of any compensation awarded by the arbitrator shall be distributed as follows:

(i) where the armed forces of one Government alone are responsible for the damage, the amount awarded shall be distributed in the proportion of 75 percent chargeable to that Government and 25 percent chargeable to the other Government;

(ii) where the two Governments are responsible for the damage, the amount awarded shall be distributed equally between them;

(iii) where the damage was caused by the armed forces of the U.S. or Australia and it is not possible to attribute responsibility for the damage specifically to one or both of those armed forces, the amount awarded shall be distributed equally between the U.S. and Australia.

(2) (e) The remuneration of the arbitrator shall be fixed by agreement between the two Governments and shall together with the necessary expenses incidental to the performance of his duties be defrayed in equal proportions by them.

(2) (f) Nevertheless, each Government waives its claim in any such case up to the amount of 1,400 U.S. dollars or 625 Australian pounds. In the case of considerable variation in the rate of exchange between these currencies the two Governments shall agree on the appropriate adjustments of these amounts.

(3) or the purposes of para.s (1) and (2) of this Art. the expression "owned a Government" in the case of a vessel includes a vessel on bare boat charter to that Government or requisitioned by it on bare boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some person other than such Government).

(4) each Government waives all its claims against the other Government for injury or death suffered by any member of its armed forces while such member was engaged in the performance of his official duties.

(b) Damages to third parties

**CDA 1 (b)**

For issues of liability where the Agreement concerning the Status of USF in Australia or any other such agreement does not apply, the following shall apply:

(i) Each Party waives all claims against the other for injury or death to its personnel, and for damage to its property arising from the performance of official duties.

**Art. 12**

(5) In accordance with the requirements of Australian law, the USG shall insure official vehicles of the USF against third party risks.

(6) U.S. contractors and sub-contractors shall be required to effect public risk insurance.

(7) Except in the case of claims arising out of the use of official vehicles of the USF insured in accordance with the requirements of Australian law, claims (other than contractual claims and those to which para. (9) of this Art. apply) arising out of acts or omissions of members or employees of the USF done in the performance of official duty, or out of any other act, omission or occurrence for which the USF are legally responsible, and causing damage in Australia, other than damage suffered by one of the two Governments, shall, unless the interested parties otherwise agree, be dealt with by the AUG in accordance with the following provisions:

(a) Claims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of Australia with respect to claims arising from the activities of Australia's own armed forces.

(b) The AUG may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by the AUG.

(c) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent Australian tribunal or the final adjudication by such a tribunal denying payment, shall be a binding and conclusive discharge of the claim.

(d) Every claim paid by the AUG shall be communicated to the appropriate ASs together with full particulars and a proposed distribution in conformity with subpara (e) of this para. In default of a reply within two months the proposed distribution shall be regarded as accepted.

(e) The cost incurred in satisfying claims pursuant to the preceding subparagraphs of this para. shall be distributed between the Governments as follows:

(i) where the U.S. alone is responsible for the damage, the amount awarded or adjudged shall be distributed in the proportion of 25 percent chargeable to Australia and 75 percent chargeable to the U.S.;

(ii) where the two Governments are responsible for the damage, the amount awarded or adjudged shall be distributed equally between them;

<p>(iii) where the damage was caused by the armed forces of the U.S. or Australia and it is not possible to attribute responsibility for the damage specifically to one or both of those armed forces, the amount awarded or adjudged shall be distributed equally between the U.S. and Australia.</p> <p>(f) The provisions of this para. shall not apply to any claim arising out of or in connection with the navigation or operation of a ship or the loading, carriage or discharge of a cargo other than claims for death or personal injury to which para. (4) of this Article does not apply.</p> <p>(8) Every three months a statement of the sums paid by each Government in the course of the quarterly period in respect of every claim dealt with under para. (2) or (7) of this Art. regarding which the proposed distribution on a percentage basis has been accepted shall be sent to the appropriate authorities of the other Government together with a request for prompt reimbursement.</p>	
<p><b>MOI Re: Art. 12</b></p> <p>The public risk insurance which should be carried by a U.S. contractor or sub-contractor in accordance with para. (6) of Art. 12 should be unlimited as to amount. Australia will not normally agree that an organisation may accompany the USF unless that organisation carries adequate public risk insurance in Australia or by some other means such as an indemnity arrangement is adequately covered against suit for damages.</p> <p>The expression "employees of the USF" includes for the purposes of para. (7) of Art. 12 persons employed by a non-appropriated fund activity of the USG.</p> <p>For reasons deriving from the relationship between the Commonwealth and the States, it was not possible for Australia to accept in Article 12 - (1) - (a) a text identical with Article 8 (5) (g) of the NATO SOFA. In any case where judgment is entered against a MF or an employee in a matter arising out of the performance of his official duties, otherwise than in the case of a claim arising out of the use of an official vehicle of the USF insured in accordance with the requirements of Australian law, the AUG will meet the judgment so promptly that in practice the possibility of proceedings for enforcement will not arise.</p>	
<p><b>Art. 21</b></p> <p>In cases in which the AUG or the Government of a State or the Administration of an Australian Territory is required to pay claims for which it is liable under Australian law arising out of the operations or activities of the USG or U.S. personnel who are in Australia for the purposes of this Agreement, the appropriate authorities of the USG shall seek necessary legislative authority to reimburse the Government or Administration concerned.</p>	

	<p><b>CDA 1 (b)</b></p> <p>For issues of liability where the Agreement concerning the Status of USF in Australia or any other such agreement does not apply, the following shall apply:</p> <p>(ii) In the event of claims from third parties for injury or death to persons or damage to property arising from the performance of official duties in carrying out cooperative research, development, test, evaluation or production programs, and the provision of logistic support, the Parties shall share, in accordance with the proportions stated in the relevant arrangement, any costs adjudicated by a court or administrative body or other entity of competent jurisdiction. Such claims shall be handled by the most appropriate Government as mutually determined.</p> <p>(iii) As to (i), and (ii), above, if the Parties mutually determine that the damage, injury or death is caused by reckless acts, reckless omission, willful misconduct or gross negligence, the costs of any liability shall be borne entirely by the Party of the culpable person.</p> <p>(iv) aims arising under any contract implementing a written arrangement shall be resolved in accordance with the provisions of the contract and shall be settled between the national defence organisations in accordance with their written arrangements.</p>	
(c) Immunity of personnel on duty	See Art. 12-(1)-(a) above and MOI RE: Art. 12	
(d) Damages caused by out-of-duty personnel	<p><b>Art. 12</b></p> <p>(9) xcept in the case of claims arising out of the use of official vehicles of the USF insured in accordance with the requirements of Australian law, claims against MFs, MCCs, and DPs arising out of tortious acts or omissions in Australia not done in the performance of official duty shall be dealt with in the following manner:</p> <p>(a) The AUG shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all the circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.</p> <p>(b) The report shall be delivered to the USG which shall then decide without delay whether it will offer an <i>ex gratia</i> payment and if so, of what amount.</p> <p>(c ) If an offer of <i>ex gratia</i> payment is made and accepted by the claimant in full satisfaction of his claim, the USG shall make the payment itself and inform the ARs of its decision and of the sum paid.</p> <p>(d) Nothing in this para. shall affect the jurisdiction of the courts of Australia to entertain an action against a MF, or MCC, or DP unless and until there has been payment in full satisfaction of the claim.</p>	
(e) Judgment of official duty	(10) a dispute arises as to whether a tortious act or omission was done in the performance of official duty, the question shall be submitted to an arbitrator appointed in accordance with subpara. (b) of para. (2) of this Art., whose decision on this point shall be final and conclusive.	
(f) Civil jurisdiction by the AR	(11) a) The U.S. shall not claim immunity from the jurisdiction of the courts of Australia for MFs, or MCCs, or DPs in respect of the civil jurisdiction of the courts of Australia.	



(g) Other general issues	<p>(b) In case any private movable property, excluding that in use by the USF, which is subject to compulsory execution under Australian law, is within areas in use by the USF, the ASs shall, upon request, assist the appropriate ARs to take possession of such property.</p> <p>(c) The ASs and ARs shall cooperate in the procurement of evidence for a fair hearing and disposal of claims under this Art.</p> <p>(12) Para.s (2) and (7) of this Art. shall apply only to claims arising incident to non-combatant activities.</p>	
<b>13 Logistic support</b>		
(a) Private consumption		
(b) Military consumption and utility services	<p><b>Art. 9</b> Equipment, materials, supplies and other property imported into or acquired in Australia by or on behalf of the USG for the official use of the USF and not for resale shall be free of all Australian duties and taxes. Except as may be otherwise agreed, title to such equipment, materials, supplies and other property shall remain in the USG, which may remove them from Australia at any time, free from export duties and related charges and restrictions.</p>	
	<p><b>NCSA Art. 5</b> Equipment, materials, supplies and other property imported into or acquired in Australia by or on behalf of the USG free of taxes pursuant to the Agreement Concerning the Status of United States Forces in Australia, done at Canberra on 9 May 1963, shall not be disposed of within Australia except under conditions to be agreed by the two Governments.</p>	
	<p><b>Art. 10</b> (1) The AUG shall permit the establishment of U.S. commissaries in Australia in accordance with arrangements between the appropriate authorities of the two Governments.  (2) Goods for use in or sale by a commissary shall be free of import duty, excise duty and sales tax. Commissaries shall be exempt from Australian licensing requirements, fees and taxes.  (3) The ASs shall cooperate closely with ARs to ensure the observance of the arrangements applicable to a commissary and to prevent resale on the local market of duty or tax free goods sold by a commissary and any other abuses of privileges exercisable through a commissary. In particular, the ASs shall strictly police personal quotas in respect of the purchase of duty or tax free goods.  (4) n this Art. "commissary" means a commissary, military sales exchange, officers' club, enlisted men's club or like facility.</p>	
	<p><b>Art. 23</b> (1) The USF and all persons associated with activities agreed upon by the two Governments may use the public services and facilities owned, controlled or regulated by the AUG or its instrumentalities. The terms of use, including charges, shall be no less favorable than those available to other users in like circumstances unless otherwise agreed.</p>	

	<p><b>NCSA Art. 7</b></p> <p>(1) The AUG shall take the necessary steps to facilitate the admission into Australia of all equipment, materials, supplies and other property provided by or on behalf of the USG in connection with activities under this Agreement. Duties, taxes or like charges shall not be levied on such property which is certified at the time of entry as or intended to be the property of the USG.</p> <p>(2) Australian indirect taxes shall be paid through a procedure whereby any such taxes incurred in respect of equipment, materials, supplies and other property and services purchased in Australia which are certified as being for use in connection with the activities under this Agreement and which are not for resale, provided that such property shall become the property of the USG prior to use in Australia, shall be paid by the Australian Department of Defence on behalf of the USG, Australian goods and services tax legislation having no provision for exemption.</p>	
	<p><b>CDA 4.</b> <i>Refers to the procedure with regard to the lease or loan of materiel or equipment.(Contents omitted)</i></p> <p><b>CDA 5.</b> As regards the provision of logistics support, each party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, storage services, training services, repair and maintenance services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defence organisations.</p> <p>The furnishing of such support shall create a corresponding obligation to provide cash reimbursement, replacement in kind, or replacement of equal value, which shall be discharged, as may be set forth in a written arrangement. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as are most favourable to the recipient under the national laws of the providing Party.</p>	
(c ) Free services	<p><b>Art 23</b></p> <p>(2) o landing charges shall, however, be payable by the USG by reason of the use by aircraft of the USAF of any airport in Australia. The USG shall make such contribution to the maintenance and operating costs of any airport as may be fair and reasonable, having regard to the use made of the airport by aircraft operating in connection with the activities of the USG. The amount of such contribution shall be the subject of agreement between the USG and the AUG. Aircraft owned or operated by or on behalf of the USAF shall observe local Air Traffic Control Regulations while in Australia.</p> <p>(3) o toll charges, including light and harbour dues, shall be levied upon vessels of the USAF using port facilities owned, controlled or regulated by the AUG, nor shall such vessels be subject to compulsory pilotage at these ports.</p>	
	<p><b>MOI Re: Art. 23</b></p> <p>State and local port authorities in Australia generally exempt vessels of the U.S. Navy from light and harbour dues, and normally such vessels are not subject to compulsory pilotage. The AUG will use its best endeavours to ensure that these arrangements will be continued, and extended.</p>	

	<p>In the case of the proposed U.S. Navy pier at Point Murat in Western Australia, it is the AUG's intention that no light or harbour dues will be levied upon vessels berthing at the pier, nor shall vessels be subject to compulsory pilotage.</p> <p>Vessels and aircraft of the USAF are deemed to include Military Air Transport Service aircraft and Military Sea Transport Service vessels.</p>	
(d) Travelling facilities and fares		
(e) Payment (for goods and services)		
(f) Tax exemption for logistics		
<b>14 Facilities and areas for the forces of a sending state</b>		
(a) The use of facilities and areas	<p><b>NCSA Art. 1</b> In accordance with the terms and conditions set out in this Agreement, the AUG shall maintain and operate a naval communication station (in this Agreement called "the station") at North West Cape in the State of Western Australia.</p> <p><b>NCSA Art. 2</b> The AUG shall, for the duration of this Agreement, grant to the USG all necessary rights of access to and use of the station, its facilities, and services, subject to the provisions of this Agreement and in accordance with technical arrangements made between the cooperating agencies of the two Governments. For the purposes of this Agreement on the part of the AUG, the cooperating agency shall be the Australian Department of Defence, and on the part of the USG, the cooperating agency shall be the Department of the Navy.</p>	
(b) The right to control facilities and areas (or the rights respecting installation)	<p><b>Art. 17</b> Whenever the U.S. flag is flown at an establishment of the USF in Australia, the Australian national flag shall be flown on a separate and adjacent flagstaff.</p>	
	<p><b>NCSA Art. 3</b> (1) The two Governments will consult from time to time at the request of either Government on any matters connected with the station and its use. (2) xcept with the express consent of the AUG, the station will not be used for any purpose other than defense communication.</p>	
(c ) Special permit and licenses in connection with the use of facilities and areas (or installations)		
(d) Construction		
(e) Transfer of fixtures		
<b>15 Return (or release) of the facilities and areas (or accommodation and land)</b>		

(a) Return of facilities and areas	The U.S. Naval Communication Station has become the Australian Naval Communication Station.	
(b) Residual Value	<b>NCSA Art. 11</b> The U.S. shall be compensated by the AUG for the residual value, if any, of the buildings and equipment constructed or improved since 1963 at the station at the expense of the USG and not removed on termination of this Agreement. The amount and manner of compensation will be set forth by the Governments' cooperating agencies in a separate technical arrangement.	
<b>16 Maneuvering and Training</b>		
	<b>MFA</b> (I) The B-52 staging operations shall be for sea surveillance in the Indian Ocean area and for navigation training purposes. The agreement of the AUG shall be obtained before the facilities are used in support of any other category of operations.	
<b>17 Overall cost sharing</b>		
	<b>NCSA Art. 4</b> The communication services of the station shall be available to the Australian and U.S. armed forces. The cooperating agencies shall mutually determine technical arrangements for the use of the station. U.S. use of the station shall be in accordance with the AUG's policy of full knowledge and concurrence.	
	<b>NCSA Art. 9</b> The cost of operation, maintenance, modernization, alteration and repair of the station shall be shared by the two Governments in accordance with technical arrangements made between the cooperating agencies.	
<b>18 Tax and customs exemption</b>		
(a) Tax	<b>Art. 4</b> (1) MF who has not imported a motor vehicle into Australia under the provisions of para. (3) of Art. 3 of this Agreement may, once during a tour of duty in Australia, purchase free of sales tax a motor vehicle manufactured or assembled in Australia provided that the vehicle remains in the use, ownership and possession of the member or, with the permission of the appropriate ARs, of another member still eligible to avail himself of this concession during the period of two years immediately following the date of purchase or is exported during that period.  (2) Where the AFs certify that the domestic circumstances of a MF are such that two vehicles are at the one time reasonably needed by him and his family, the member may acquire in Australia a second vehicle upon purchase conditions set out in para. (1) of this Art.  (3) security may be required for compliance with the provisions of this Art.	
	<b>Art. 6</b>	

<p>(1) Income derived by a MF or MCC from rendering services as a member to the USG in Australia, shall be deemed not to have been derived in Australia, provided that it is not exempt, and is brought to tax, under the taxation laws of the U.S. Members and their DPs other than persons who, immediately before becoming DPs, were and at all times thereafter have continued to be ordinarily resident in Australia shall not be subject to Australian tax in respect of income derived from sources outside Australia.</p> <p>(2) Personal property which is situated in Australia solely because a MF, or MCC, or DP is in Australia shall, in respect of the holding by, transfer by reason of the death of, or transfer to or by, such member or DP, be exempt from taxation under the laws of the Commonwealth of Australia relating to estate and gift duty.</p> <p>(3) The last preceding para. shall apply only if the property concerned is subject to and is brought to tax under the laws of the U.S. relating to estate or gift tax and shall not apply in relation to:</p> <p>(a) property held as, or for the purpose of, an investment;</p> <p>(b) intangible property registered and copyright subsisting in Australia; or</p> <p>(c) property held in connection with the carrying on of any business in Australia.</p>	
<p><b>MOI Re: Art. 6</b></p> <p>In those cases where as a result of having completed a continuous period of absence overseas a person qualifies for exemption under U.S. law from U.S. taxation, Australia would tax the income for the period during which the income was exempt.</p> <p>The AUG will exert its best efforts, including the enactment of legislation if necessary, to the end that the States and Territories of Australia accord to MFs, MCCs, and DPs the same immunities from estate, gift and similar taxes and duties as are afforded them by this Art. from the Federal Government.</p> <p>This Art. shall also apply to any other taxes or duties of a substantially similar character to those referred to in this Art. which may hereafter be imposed by ARs.</p> <p>Property or income shall be deemed to have been brought to tax notwithstanding the fact that by reason of deductions, amount of property or income or other similar circumstances, a person pays no U.S. tax on that property or income.</p>	
<p><b>Art. 7</b></p> <p>Where the legal incidence of any form of taxation in Australia depends upon residence or domicile, periods during which MFs, or MCCs, or DPs are in Australia solely by reason of their membership in such Forces or in the CC or of their status as DPs shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation.</p>	

**NCSA Art. 6** (Basically refers to the taxation on contractor, sub-contractor, or one of its personnel.)

(1) Income derived wholly and exclusively from performance in Australia of any contract with the USG in connection with the maintenance or operation of the station by any person or company (other than a company incorporated in Australia) being a contractor, sub-contractor, or one of its personnel, who is in or is carrying on business in Australia solely for the purpose of such performance, shall be deemed not to have been derived in Australia, provided that it is not exempt, and is taxed, under the taxation laws of the U.S.

Such contractors, subcontractors and personnel, and the dependents of any of the above other than those persons who, immediately before becoming dependents, were and at all times thereafter have continued to be ordinarily resident in Australia, will not be subject to Australian tax in respect of income derived from sources outside Australia.

(2) Where the legal incidence of any form of taxation in Australia depends upon residence or domicile, periods during which such contractors, subcontractors, personnel and dependents in Australia solely in connection with the maintenance or operation of the station shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation.

(3) Personal property which is situated in Australia solely by reason of such contractors, sub-contractors, personnel and dependents being in Australia, or carrying on business in Australia, wholly and exclusively in connection with the performance in Australia of a contract or contracts with the USG in connection with the maintenance or operation of the station shall, in respect of the holding by, transfer by reason of the death of, or transfer to or by, those persons or companies, be exempt from taxation under the laws of the AUG relating to estate and gift duty.

(4) The last preceding para. shall apply only if the property concerned is subject, and is taxed under the laws of the U.S. relating to estate or gift tax, and shall not apply in relation to-

(a) property held as, or for the purpose of, an investment;

(b) intangible property registered, and copyright subsisting, in Australia;

(c) property held in connection with the carrying on in Australia of any business not otherwise referred to in this Art.

(5) A person or company shall not be disqualified from being a contractor, sub-contractor or one of their personnel in respect of whom this Art. applies by reason only of the contractor or sub-contractor having undertaken the performance in Australia of a contract for the USG in connection with activities, other than the station, agreed upon by the two Governments.

(b) Customs **Art. 3**

(1) The personal effects, furniture and household goods (other than motor vehicles and cigarettes, cigars, tobacco and spirituous liquors) of a MF, or MCC or DP, may, at the time of the first arrival of the member to take up service in Australia or in the case of a DP at the time of the first arrival of the DP to join a member, be brought into Australia free of import duty, including sales tax, provided that, except as authorized by the appropriate ARs, the personal effects, furniture and household goods are not disposed of in Australia, by way of sale or gift or otherwise, within the period of two years immediately after their importation.

(2) Regulation military uniforms may be imported by a MF for his personal use free of import duties, including sales tax.

(3) motor vehicle owned and used outside Australia by a MF or MCC during the period of six months immediately preceding his first departure for Australia shall be eligible for admission into Australia free of import duty, including sales tax, provided that the vehicle remains in the use, ownership and possession of that member or, with the permission of the appropriate AR, of another member during the period of two years immediately after the date of its importation.

(4) motor vehicle which is not covered by para. (3) of this Art. and which is intended to be exported may be imported temporarily free of import duty, including sales tax, by a MF or MCC for the personal use of the member, provided that the vehicle is exported within three years or within such extended period as may be approved. With the permission of the appropriate AR, a vehicle imported under this para. may be transferred to another member provided that it is exported by the latter member within three years from the date of importation or within such extended period as may be approved.

(5) security may be required for compliance with the provisions of this Art.

**MOI Re: Art. 3, 4 and 5**

In more than one place there are prohibitions against the disposal of property imported into or acquired in Australia free of customs duties or sales tax except with the approval of the appropriate ARs. When the agreement has been signed, discussions will be initiated regarding the implementation of these clauses. In practice it may turn out in many cases that Australia will be able to give blanket approvals or simply require notification of transfer. It is confirmed that a blanket approval is given in respect of transfers of personal effects, household goods and furniture imported under Art. 3 (1) of the Agreement where the transfers are from one MF, or MCC, or DP to another.

Responsibility for approving transfers of vehicles imported into or acquired in Australia under these Articles from one MF or MCC to another is hereby delegated to the ASs, particulars of such approvals to be furnished regularly to ARs.

MFs, MCCs, and DPs will be entitled to bring into Australia the quantities of cigarettes, cigars, tobacco and spirituous liquors which a visitor is normally permitted to bring in under Australian customs laws and regulations.

The expression "at the time of first arrival" used in Art. 3 (1) will be liberally interpreted, recognizing the uncertainties and delays to which shipments contemplated by this Art. may be subjected. The ARs will not refuse the rights granted by this Art. merely upon the basis of the late arrival of such personal effects, household goods and furniture.

The word "use" in the provisos in Articles 3 (3) and 4 (1) is not intended to be limited to personal use by the owner but will be flexibly interpreted so as to include the normal conditions of ownership.

The intent of Art. 3 (4) is to permit the importation of a vehicle for export. Administrative procedures will be devised to prevent the requirement of export from creating hardship. Where a MF has acquired a vehicle under Art. 4 (1) and is transferred away from Australia before the two-year period referred to in that para. has elapsed, sympathetic consideration will be given to reducing the two-year period.

A person who has imported a vehicle under Art. 3 (3) or 3 (4) may acquire a second vehicle under the provisions of Art. 4 (2) if his domestic circumstances require it.

	The AFs will enter into discussions with the appropriate ARs with the object of working out procedures which will make it unnecessary to request the securities referred to in Articles 3 (5) and 4 (3).	
	<b>Art. 5</b> Goods admitted into or acquired in Australia free of import duties or sales tax for the personal use of a MF, or MCC, or DP may not be transferred to another person without the approval of the ARs.	
<b>19 Foreign exchange controls</b>		
(a) Foreign exchange controls	<b>Art. 16</b> MFs, MCCs, and DPs shall remain subject to the foreign exchange regulations of the U.S. and shall also be subject to the foreign exchange regulations of Australia.	
(b) Military payment certificate	<b>MOI Re: Art. 16</b> Should a request be made by the U.S. for agreement for the use of military payment scrip, Australia would sympathetically consider the request.	
<b>20 The applicability of SOFA to wartime condition</b>		
<b>21 Settlement of disputes and features of administrative body for SOFA implementation</b>		
	<b>CDA closing provisions</b> Any dispute regarding the interpretation or implementation of any written arrangements so concluded by our national defence organisations shall be resolved by consultation between the signatories to such arrangements and shall not be referred to a national or international tribunal or other third party for resolution or settlement.  Any dispute regarding the interpretation or application of this Agreement shall be resolved by consultation between the Parties and shall not be referred to a national or international tribunal or third party for resolution or settlement. In order for this Agreement to apply to written arrangements between our national defence organisations, it must be explicitly invoked by or for that arrangement.	
	<b>NCSA Art. 10</b> Technical arrangements implementing this Agreement shall be made by the cooperating agencies of the two Governments to determine, among other matters, the command and control, financial, security, and other responsibilities of the appropriate authorities of the two Governments for participation in the maintenance, operation of and access to the station, its facilities and services.	
	<b>NCSA Art. 2</b> (With regard to the facilities and areas used as AU Naval Communication Station) [Second sentence] For the purposes of this Agreement on the part of the AUG, the cooperating agency shall be the Australian Department of Defence, and on the part of the USG, the cooperating agency shall be the Department of the Navy.	



	<p><b>NCSA Art. 3</b> (With regard to the facilities and areas used as AU Naval Communication Station)</p> <p>(1) The two Governments will consult from time to time at the request of either Government on any matters connected with the station and its use.</p> <p>(2) xcept with the express consent of the AUG, the station will not be used for any purpose other than defense communication.</p>	
<b>22 Revision of the agreement</b>		
	<p><b>Protocol</b></p> <p>The Government of the Commonwealth of Australia and the Government of the USA, AGREE that at a future date they will enter into negotiations for the conclusion of a reciprocal agreement which would govern the status of the forces of each Government in the territory of the other.</p>	
<b>23 Ratification and Accession</b>		
	<p><b>Art. 24</b> (1) This Agreement shall enter into force on the date of signature.</p>	
	<p><b>NCSA Art. 12</b> (First and Second sentence)</p> <p>This Agreement shall enter into force following signature and upon the date on which the AUG notifies the USG that domestic procedures required for its entry into force in Australia have been satisfied. This Agreement shall supersede the Agreement between the USG and the AUG relating to the Establishment of the U.S. Naval Communications Station in Australia, done at Canberra on 9 May 1963, as amended.</p>	
<b>24 Termination or denunciation</b>		
	<p><b>Art. 24</b></p> <p>(2) ubject to the provisions of para. (3) of this Art., the Agreement shall remain in force for at least twenty-five years and thereafter until the expiration of 180 days from the date on which one Government gives to the other Government notice in writing that it desires to terminate the Agreement.</p> <p>(3) n the event that the two Governments conclude an agreement concerning the status of both USAF in Australia and of Australian Forces in the U.S., this Agreement shall terminate on the date when the first-mentioned agreement enters into force.</p>	
	<p><b>NCSA Art. 12</b> (Third sentence)</p> <p>This Agreement shall remain in force for an initial period of twenty-five years and, absent notification of termination, shall continue in effect for periods of five years. Either Government may terminate this Agreement upon one year's written notice to the other Government.</p>	
<b>25 Territorial applicability (including colonial territories)</b>		
	<p><b>Art. 1</b> "Australia" includes the territories under the authority of the Commonwealth of Australia.</p>	
<b>26 Authentic language</b>	English	

## Appendix B-2 The Djibouti SOFA

### [Main agreements of SOFA]

**Agreement between The Government of The United States of America and the Government of The Republic of Djibouti  
On Access To And Use of Facilities in The Republic of Djibouti** (Signed on Feb. 19, 2003)

### [Abbreviations]

*See Abbreviations at the front page of this dissertation.*

ROD:	The Republic of Djibouti
USG:	The United States Government

### [Definition of terms]

United States personnel (U.S. personnel): means military members of the U.S. forces and civilian personnel employed by the he United States Department of Defense.
United States contractors (U.S. contractors): means non-Djiboutian companies and firms and their employees under contract with the United States Government in connection with activities under this Agreement.
Executive Agent: means the Department of Defense for the Government of the United States of America and the Ministry of Defense of the Armed Forces for the Government of the Republic of Djibouti.

Items to be compared	Agreement on Access to and Use of Facilities	
<b>1 Existence of security alliance</b>		N
<b>2 Structure of alliance</b>	Bilateral Cooperation	B
<b>3 Respect for the law of the receiving state</b>		
	<b>Art. IV [Respect for Law]</b> Without prejudice to the privileges and immunities provided in Art. VI, U.S. personnel are obligated to respect the laws, regulations and customs of the ROD and shall have a duty not to interfere in the internal affairs of the Government of the ROD. <i>Albeit it is stipulated in preamble that "Cooperation is based on full respect for the sovereignty of each party," Art. IV first confirms the immunity of the US personnel and the wording is degraded to "obligated" instead of "duty" (NATO SOFA)</i>	
<b>4 Entry and departure of foreign military personnel with relaxation of the customary immigration procedures</b>		
(a) Identification	<b>Art. V [Entry and Exit]</b> (1) .S. personnel may enter and exit the ROD with military or other U.S. Government identification cards and collective or individual movement orders. Passports and visas shall not be required.  (2) .S. contractor's employees shall be required to obtain passports; however, visas shall not be required. Such personnel will not by reason of their presence in the ROD be regarded as acquiring any right to permanent residence in Djibouti or any obligation that would otherwise result from, such residence.	
(b) Frontier crossings		

(c ) Registration and Aliens Control		
(d) Residence and Settlement		
(e) Expulsions and Removal		
<b>5 Vehicles and Driving License or Permit</b>		
(a) Driving Permit (DRP)	<b>Art. XII [Movement of Aircraft and Vehicles]</b> (3) The Government of the ROD shall accept as valid, without a driving fee or test, driving licenses or permits issued by appropriate USG authorities to U.S. personnel and to employees of U.S. contractors, other than nationals of the ROD.	
(b) Registration and Licensing of Vehicles, Vessels, and Aircraft		
(c) Third Party Liability Insurance of Private Motor Vehicles, Trailers and Aircraft		
<b>6 Carrying Arms (and Uniform)</b>		
	<b>Art. VII [Bbearing of Arms and Wearing of Uniforms]</b> (1) .S. personnel and other persons as agreed may possess and cany arms in the ROD as required by the performance of their duties or authorized by their orders. (2) .S. forces may wear their uniforms while performing official duties in the ROD.	
<b>7 Police power (Military Police of the sending state and the Police of the receiving state) and the protection of the bases and information</b>		
(a) Within the bases	<b>Art. XIII [Security]</b> (second sentence) The USF are authorized to provide internal security of those facilities and areas assigned to their use.	
(b) Outside of the bases		
(c ) Protection of the bases and information	<b>Art XIII [Security]</b> The Government of the ROD shall take all reasonable measures to ensure the safety and security of U.S. personnel and property in the ROD, as well as the protection of such property from seizure by or the unauthorized use or possession by any person, persons, entity or organization other than the USG, without the prior consent of the USG. The USF are authorized to provide internal security of those facilities and areas assigned to their use.	
<b>8 Jurisdiction (1) The definition of persons covered by SOFA - Who is to be protected under SOFA? -</b>		
	<b>Art. VI [Status of United States Personnel]</b> (1) U.S. personnel shall be accorded the status equivalent to that accorded to the administrative and technical staff of the U.S. Embassy in Djibouti under the Vienna Convention on Diplomatic Relations of April 18,1961.	
<b>9 Jurisdiction (2) Jurisdictional Decision</b>		

(a) Exclusive jurisdiction	(2) The Government of the ROD recognizes the particular importance of disciplinary control by AFs over U.S. personnel and therefore, the Government of the ROD authorize the USG to exercise exclusive criminal jurisdiction over such personnel.  (3) The Parties confirm that U.S. personnel may not be surrendered to, or otherwise transferred to the custody of, an international tribunal, or any other entity or State without the express consent of the USG.	
(b) Concurrent jurisdiction		
(c) Waiver of jurisdiction		
<b>10 Jurisdiction (3) Differences in the right of the accused: arrest, custody, and related issues</b>		
(a) Arrest, custody, and investigation		
(b) Death penalty		
(c) Serving a sentence		
(d) Trial		
<b>11 Administrative jurisdiction</b>		
(a) Environment protection		
(b) Health and Sanitation		
(c) Employment and labor law		
(d) Traffic (or Movement)	<b>Art XII [Movement of Aircraft and Vehicles]</b> (1) Aircraft, vessels and vehicles operated by or for USF may enter, exit, and move freely within the territory of the ROD.  (2) The access and movement of such aircraft, vessels, and vehicles shall be free of landing and parking fees, port, pilotage, navigation and overflight charges, tolls, overland transit fees and similar charges while in the ROD; however, USF will pay reasonable charges for services requested and received. Such aircraft, vessels and vehicles shall be free from inspection.	
(e) Post	<b>Art. XV [Postal and Recreational Facilities]</b> (1) SF may establish, maintain, operate and use military postal and other service facilities for the morale, welfare and recreation of U.S. personnel and U.S. contractor employees.  (2) All such facilities, stations and services and the use thereof shall be exempt from duties, taxes, and other charges as well as inspections, license requirements and regulations of the Government of the ROD and its instrumentalities.	

(f) Telecommunications	<p><b>Art XIV [Utilities and Communications]</b></p> <p>(2) USF may operate their own telecommunication systems (as the term "telecommunication" is defined in the 1992 Constitution of the International Telecommunication Union). This shall include the right to utilize such means and services as are required to ensure a full ability to operate telecommunication systems, and the right to use, <u>free of charge, all necessary radio spectrums</u> for these purposes. The USF, in the interest of avoiding mutually disruptive interference, as well as to assist the Government of the ROD in fulfillment of its international obligations, will make every reasonable effort to coordinate the use of frequencies with the appropriate ARs.</p>	
<b>11 Claims</b>		
(a) Waiver and settlement of claims	<p><b>Art. XI [Claims]</b></p> <p>Other than contractual claims, the Parties waive any and all claims against each other for damage to, loss or destruction of property owned by either Party, or death or injury to any military personnel and civilian employees of either Party, arising out of <u>activities</u> in the ROD under this Agreement. Claims by a third party arising out of the acts or omissions of any U.S. personnel may, at the discretion of the USG, be dealt with and settled by the USG.</p>	
(b) Damages to third parties		
(c) Immunity of personnel on duty		
(d) Damages caused by out-of-duty personnel		
(e) Judgment of official duty		
(f) Civil jurisdiction by the AR		
(g) Other general issues		
<b>13 Logistic support</b>		
(a) Private consumption		
(b) Military consumption and utility services	<p><b>Art. III [Logistic Support]</b></p> <p>(1) Upon request by the USG and as feasible, the Executive Agent for the Government of the ROD shall provide to USF in the ROD logistic support as listed in Annex A as necessary to conduct activities under this Agreement. To the extent that any of the logistic support, supplies and services provided to the USF by the ROD is appropriately provided under the terms of the Acquisition and Cross Servicing Agreement (ACSA) between the Department of Defense of the USA and the Ministry of Defense of Djibouti, which entered into force on February 13, 2002, the provisions of the ACSA will govern. Any logistic support, supplies and services provided to the USF by the ROD, which is not provided under the ACS A, will be reimbursed by the USG in accordance with para.s 2 and 3 of this Art.</p> <p>(2) The USG will pay reasonable costs associated with the provision of logistic support. Reasonable costs are rates or charges no less favorable than those available to the ROD Armed Forces or government, excluding taxeses. fees or sim: charges</p> <p>(3) Procedures for payment shall be established through Implementing Arrangements as mutually agreed by the Parties or their Executive Agents.</p>	

	<b>Art. XIV [Utilities and Communications]</b> (1) USF and U.S. contractors may use water, electricity, and other public utilities on terms and conditions, including rates or charges, no less favorable than those available to the ROD Armed Forces or government, in like circumstances, unless otherwise agreed. Arrangements for the provision of the rates described in this para. shall be made through procedures as mutually agreed by the Executive Agents.	
(c ) Free services		
(d) Travelling facilities and fares		
(e) Payment (for goods and services)		
(f) Tax exemption for logistics	<i>See item 17 [Tax and customs exemption]</i>	
<b>14 Facilities and areas for the forces of a sending state</b>		
(a) The use of facilities and areas	<b>Art II [Use of Facilities]</b> USG is authorized access to and use of Camp Lemonier and such other facilities and areas in the ROD as may be mutually agreed. Such access and use will be through procedures mutually agreed by the Executive Agents of the Parties. U.S. personnel and U.S. contractors and vehicles, vessels, and aircraft operated by or for USF may use and have <u>unimpeded access</u> to these facilities and areas for training, transit, support and related activities, refueling of aircraft, maintenance of vehicles, vessels and aircraft, accommodation of personnel, communications, staging of forces and materiel, and for such other purposes or activities as the Parties or their Executive Agents may agree.	
(b) The right to control facilities and areas or (the rights respecting installations)		
(c ) Special permit and licenses in connection with the use of facilities and areas (or installations)		
(d) Construction	<b>Art. VIII [Contracting]</b> (1) As mutually agreed between the Executive Agents, construction, alteration, and improvements may be made to facilities and areas used by U.S. personnel pursuant to this Agreement.  (2) should the USG award contracts for the acquisition of articles and services, including construction; such contracts shall be awarded <u>in accordance with U.S. laws and regulations.</u> To the maximum extent feasible, the USF will award contracts to Djiboutian contractors.	
(e) Transfer of fixtures		
<b>15 Return (or release) of the facilities and areas (or accommodation and land)</b>		

(a) Return of facilities and areas		
(b) Residual Value	<b>Art. XVI [Residual Value]</b> In the event that USF discontinue use of a facility, the ROD shall compensate the USG for the residual value, if any, of any construction or improvements made by the USG to that facility, as authorized in Art. VIII above.	
<b>16 Maneuvering and Training</b>		
<b>17 Overall cost sharing</b>		
<b>18 Tax and customs exemption</b>		
(a) Tax	<b>Art. IX [Taxation]</b> (1) The Government of the ROD shall exempt from taxation any income received from the U.S. or from sources outside the ROK by U.S. personnel and by U.S. contractors and contractor employees, other than nationals of the ROD.  (2) Articles and services acquired in the ROD by or on behalf of U.S. personnel shall not be subject to any taxes or similar charges by the Government of the ROD or its instrumentalities.  (3) .S. personnel, U.S. contractors and their employees, other than nationals of the ROD, shall not be liable to pay any tax or similar charges on the ownership, possession, use, or transfer amongst themselves on their tangible movable property imported into the ROD or acquired while in the territory of Djibouti for personal use during the term of this Agreement.	
(b) Customs	<b>Art. X [Importation and Exportation]</b> (1) The USF and U.S. contractors may import into the ROD any equipment, supplies, material or services required for their operations in the ROD.  (2) The USF, U.S. personnel and U.S. contractors and their employees (other than nationals of the ROD), may import into the ROD personal effects and articles for the consumption by or use of such personnel.  (3) The importation and re-exportation of any articles brought into the ROD, in accordance with this Agreement, shall not be subject to any taxes, customs, duties, license, or other restrictions by the Government of Djibouti or its instrumentalities.  (4) The USF, U.S. personnel, U.S. contractors and their employees shall retain title to all removable property that they have imported into or acquired while in the territory of the ROD. Such property may be removed from the ROD or disposed of therein provided the disposition of such property in the ROD to persons or entities not entitled to exemption from applicable taxes and duties may be subject to payment of such taxes and duties by such persons or entities.	
<b>19 Foreign exchange controls</b>		
(a) Foreign exchange controls		
(b) Military payment certificate		
<b>20 The applicability of SOFA to wartime condition</b>		
<b>21 Settlement of disputes and features of administrative body for SOFA implementation</b>		

	<b>Art. XIX [Disputes]</b> Any dispute that may arise from the application, implementation, or interpretation of this Agreement, or its implementing arrangements or agreements, shall be resolved by consultation between the Parties or their Executive Agents, including, as necessary, through diplomatic channels, and will not be referred to any national or international tribunal or any third party for settlement.	
<b>22 Revision of the agreement</b>		
	<b>Art. XVIII [Amendment]</b> This Agreement may be amended by mutual written agreement of the Parties.	
<b>23 Ratification and Accession</b>		
	<b>Art. XX [Duration and Termination]</b> (1) This Agreement, of which Annex A forms an integral part, will enter into force upon the date of signature, and shall have an initial term of one year. Thereafter, it shall continue in force unless terminated by either Party on one year's written notice through diplomatic channels.  <b>Art. XVII [Implementing Arrangement]</b> The Parties or their Executive Agents may enter into Implementing Arrangements or Agreements to carry out the provisions of this Agreement	
<b>24 Termination or denunciation</b>		
	<i>See item 22 above.</i>	
<b>25 Territorial applicability (including colonial territories)</b>		
<b>26 Authentic language</b>	English and French	



## Appendix B-3 The Germany SOFA

### [Main agreements of SOFA]

#### NATO SOFA

**Supplementary Agreement** (effective since March 29, 1998) (Abbreviated as SA or German SA)

Agreement of 3 August 1959 (TIAS 5351), as Amended by the Agreements of 21 October 1971, 18 May 1981, and 18 March 1993, to Supplement the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces with respect to Foreign Forces stationed in the Federal Republic of Germany

### [Abbreviation]

*See **Abbreviations** at the front page of this dissertation.*

FR: Federal Republic
GAF: German Armed Forces
USG: Government of the USA or USA Government

### [Definition of terms]

<b>NATO SOFA Art. I: [Definitions]</b> a. 'force' means the personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in the North Atlantic Treaty area in connexion with their official duties, provided that the two Contracting Parties concerned may agree that certain individuals, units or formations shall not be regarded as constituting or included in a 'force' for the purpose of the present Agreement  b. 'civilian component' means the civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located.	<b>German SA Art. 2 [Definitions]</b>
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<p>c. 'dependent' means the spouse of a member of a force or a civilian component, or a child of such member depending on him or her for support;</p>	<p>2.(a) A close relative of a member of a force or of a civilian component not falling within the definition contained in subparagraph (c) of para. 1 of Art. I of the NATO SOFA who is financially or for reasons of health dependent on, and is supported by, such member, who shares the quarters occupied by such member and who is present in the Federal territory with the consent of the authorities of the force shall be considered to be, and treated as, a dependent within the meaning of that provision.</p> <p>2.(b) Should a member of a force or of a civilian component die or leave the Federal territory on transfer, the dependents of such member, including close relatives referred to in sub-para. (a) of this para., shall be considered to be, and treated as, dependents within the meaning of sub-para. (c) of para. 1 of Art. I of the NATO SOFA for a period of ninety days after such death or transfer if such dependents are present in the Federal territory.</p>
<p>d. 'sending State' means the Contracting Party to which the force belongs</p> <p>e. 'receiving State' means the Contracting Party in the territory of which the force or civilian component is located, whether it be stationed there or passing in transit</p> <p>f. 'military authorities of the sending State' means those authorities of a sending State who are empowered by its law to enforce the military law of that State with respect to members of its forces or civilian components</p> <p>g. 'North Atlantic Council' means the Council established by Article 9 of the North Atlantic Treaty or any of its subsidiary bodies authorised to act on its behalf.</p>	

Items to be compared	NATO SOFA	Supplementary Agreement Titles on the Articles of SA are not attached in original text.	
<b>1 Existence of security alliance</b>			Y
<b>2 Structure of alliance</b>	Multi-lateral	Multi-lateral	M
<b>3 Respect for the law of the receiving state</b>			
	<b>Art. II: [Law of the receiving state]</b> It is the duty of a force and its civilian component and the members thereof as well as their dependents to respect the law of the receiving State, and to abstain from any activity inconsistent with the spirit of the present Agreement, and, in particular, from any political activity in the receiving State. It is also the duty of the sending State to take necessary of measures to that end.	No specific provisions corresponding Art. II of NATO SOFA. Instead, Art. 3 refers to close co-operation and liaison between the signatories.	
<b>4 Entry and departure of foreign military personnel with relaxation of the customary immigration procedures</b>			
	<b>Art. III: [Entry and Departure]</b> <summary of para. 1, 2, 3, and 5>	<b>From Art.5 to 9</b> (correspond to Art III of NATO SOFA)	
(a) Identification	(para.1) On the conditions specified in paragraph 2 of this Article and subject to compliance with the formalities established by the receiving State relating to entry and departure of a force or the members thereof, such members shall be exempt from passport and visa regulations and immigration inspection on entering or leaving the territory of a receiving State. They shall also be exempt from the regulations of the receiving State on the registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in the territories of the receiving State. (para. 2) [Required documents]: (sub-para.a) Personal identity card, or (sub-para. b) individual or collective movement order. (para. 3) Members of civilian component and dependents shall be so described in their passports.	<b>Art. 5: [Identification and frontier crossings]</b> <Summary of para.1> (sub-para. a) MFs shall be required to have movement orders. (sub-para. b) Uniformed MFs moving in units under military command need not give proof of their identity. (in exceptional cases) The commander can produce his personal identity card. (sub-para. c) An identity document issued by the AS can substitute a passport or an equivalent document. (sub-para. d) (in exceptional cases) The AR shall accept temporary certification by the AF.	

(b) Frontier crossings	<p>(Para 2) The following documents only will be required on demand.</p> <p>(sub-para. a) Personal identity card issued by the sending state.</p> <p>(sub-para. b) Individual or collective movement order in the language of the sending state and in English and French. The receiving State may require a movement order to be countersigned by its appropriate representative.</p>	<p>&lt;Summary of para. 2&gt;</p> <p>(sub-para. a) The order documents shall normally be German language excluding exceptional cases. It shall be issued for a single entry-exit or for a limited period.</p> <p>(sub-para. b) A legitimate frontier crossing shall be identified by its commander who shall present his personal identity and collective movement order. The commander of a unit shall present personal identity cards when AR consider it necessary to verify the identity of certain members of a unit.</p> <p>(sub-para. c) [Entry and exit via military airfield] Same as surface crossings. However, the AR shall confine themselves to occasional checks, carried out after consultation with the authorities of the airfield concerned. The control of personnel other than MFs, MCCs, and DPs shall be carried out by ARs.</p>	
(c ) Registration and Aliens Control	<p>(Para.1) They shall also be exempt from the regulation on the registration and aliens control.</p>	<p><b>Art. 6 [Registration and Aliens Control]</b></p> <p>(summary of para. 1) The same as NATO SOFA. However, the registration in hotels and similar establishments are exceptional.</p> <p>(summary of para. 2) The AFs shall supply, in individual cases, the up-to-date information of the MCCs and DPs at the request of the ARs.</p> <p>(summary of para. 3) At the request of the ARs, the AFs shall inform them of the number of MCCs and DPs.</p>	
(d) Residence and Settlement	<p>(para.1) They shall not be considered as acquiring any right to permanent residence or domicile in the receiving state.</p>	<p><b>Art. 7 [Residence and Settlement]</b></p> <p>(summary) Insofar as they relate to repatriation, to expulsion, to the extension of residence permits or to gainful occupation, periods of time spent in the Federal territory by any person as a MF or as a MCC or as a DP shall be disregarded.</p>	

(e) Expulsions and Removal	<p>(para. 4) The sending state shall inform the receiving state such particulars if member of a force or of a civilian component leaves the employ and is not repatriated and any member absented himself for more than twenty-one days.</p> <p>(para. 5) If the receiving State has requested the removal of a member of a force or civilian component or has made an expulsion order against an ex-member of a force or of a civilian component or against a dependent of a member or ex-member, the sending State shall be responsible for receiving the person concerned within their own territory or otherwise disposing of him outside the receiving State. Applicable only to persons who are not nationals of the receiving State and have entered the receiving State as members of a force or civilian component or for the purpose of becoming such members, and to the dependents of such persons.</p>	<p><b>Art. 8 [Expulsions and Removal]</b></p> <p>(summary of para. 1) First sentence: procedural definition in implementing para.5 of Art.III of NATO SOFA. The ARs shall give sympathetic consideration to the position of the sending state.</p> <p>(summary of para. 2) Notification of intent to take one of the measures shall be given by the appropriate ARs.</p> <p>(summary of para. 3) Requests for removal shall be made and expulsion orders shall be issued only if the competent AR considers that the continued presence in the Federal territory of the person in question actually endangers public order or public security at the time when the request is made or the order is issued.</p> <p>(summary of Protocol 1) Expulsion may be carried out only in accordance with the provisions of the German legislation on police control of aliens.</p> <p>(summary of Protocol 2) The redefinition and the replacement of terms in German Police Ordinance on Aliens of 1938.</p>	
<b>5 Vehicles and Driving License or Permit</b>			
(a) Driving Permit (DRP)	<p><b>Art IV: [Driving Permit]</b></p> <p>The receiving State shall either</p> <p>a.) accept as valid, without a driving test or fee, the driving permit or license or military driving permit issued by the sending State or a sub-division thereof to a member of a force or of a civilian component; or</p> <p>b.) issue its own driving permit or license to any member of a force or civilian component who holds a driving permit or license or military driving permit issued by the sending State or a sub-division thereof, provided that no driving test shall be required.</p>	<p><b>Art. 9 [License or permit to operate vehicles, vessels or aircraft]</b></p> <p>(summary of para. 1) First sentence: Confirms Art IV para. (a) of NATO SOFA with regard to service vehicles, vessels or aircraft. Second sentence: Driving license for service vehicles is permissible to operate private vehicles.</p> <p>(summary of para. 2) A driving license issued in a sending State for a MFs, MCCs, and DPs is valid in Germany. The German regulation related to the validity of period shall not apply if the license holder has an identity certificate and adequate knowledge of German traffic regulations.</p>	

(summary of para. 3 sub-para. a) A MF, MCC, and DP may apply for German driving license.  
(summary of para. 3 sub-para. b) Person seeking German driver license may take driving school course operated by the force under certified professional instructors.  
(summary of para. 3 sub-para. c) ARs have the right to determine the content of test and to ensure that the tests are properly administered. (summary of para 3 sub-para d) Retroactive regulation for earlier driving test applicants.

(summary of para. 4) A civil pilot's license issued by a sending state is valid if it is based on the Standards and Recommended Practices of the International Civil Aviation Organization.  
(summary of para 5. sub-para. a) The AFs shall ensure that the persons operating the service vessels referred to in para. 1 of this Article, when navigating in inland waters, possess adequate knowledge of the particular waters to be navigated and of the relevant river police regulations.  
(summary of para. 5 sub-para. b) Only legitimate German certificate shall be valid for the operation of non-service inland watercraft of the force.

(summary of para. 6 sub-para. a) The AF shall withdraw the validity of licenses if there is reasonable doubt concerning the holder's reliability or fitness to operate a motor vehicle. They shall give sympathetic consideration to the request of AR and notify them of the withdrawal or reissuance of such licenses.  
(summary of para.6. sub-para. b) In cases where German courts exercise jurisdiction German criminal law relating to the withdrawal of driving permission is applicable.  
(summary of para. 6 sub-para. c) Retroactive regulation of sub-para a and b.

(summary of para. 7 sub-para. a) Sub-para. (a) of para. 6 of this Article shall apply to the pilot's licenses referred to in para. 4.  
(summary of para. 7 sub-para. b) At the request of the ARs the AFs shall take necessary action regarding the holders of pilot's license if he fail to observe air traffic rules.

(b) Registration and Licensing of Vehicles, Vessels, and Aircraft

**Art. V: [Uniform, Service Vehicles]**

(para. 2) Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark. NO other specific provisions.

**Art. 10 [Registration and Licensing of Vehicles, Vessels, and Aircraft]**

(summary of para. 1) The AFs may register and license motor vehicles, trailers and vessels of the force or the civilian component, or of MFs or of the MCCs, or of DPs. Aircraft shall be registered and licensed by the ASs in accordance with international regulations.

(summary of para. 1 *bis* ) In individual cases, the competent ARs may in addition authorize German license plates for specific vehicles. All vehicles shall be covered by third-party liability insurance.

(summary of para. 1 *ter* ) The ARs may require that registration in accordance with paragraphs 1 and Ibis of this Article be notified by the AFs to the ARs for their record.

(summary of para. 1 *quater* ) Vehicles shall be subject at regular intervals to a technical inspection by the qualified German inspectors in accordance with German regulations.

(summary of para. 2) "The authorities of a force shall register and license private motor vehicles and trailers only if such vehicles or trailers are insured against third party liability.

(summary of para. 3) Registered motor vehicles, trailers, vessels and aircraft shall bear a distinctive nationality mark, in addition to a registration number or other appropriate identification mark. The distinct differentiation shall be made between service vehicles and private vehicles. At the request of the ARs the AFs shall, supply the names and addresses of persons concerned.

(summary of para. 4) Regulations regarding the contents of the registration certificates for a private vehicles, trailer, aircraft, and vessels with or over 15 displacement tons.

(summary of para. 5) The AFs shall take adequate safety measures with respect to motor vehicles, trailers, vessels and aircraft.

(c)Third Party Liability Insurance of Private Motor Vehicles, Trailers and Aircraft	No Provisions in NATO SOFA	<b>Art. 11 [Insurance of private vehicles]</b> (summary of para.1) MFs, MCCs, and DPs shall use private motor vehicles, trailers and aircraft only if risks are covered by third-party liability insurance in accordance with German law. (summary of para. 2) The insurance enterprise should be legitimate and authorized to carry out business in both sending and receiving states. The requirements of German law shall not be affected by the conditions of such insurance. (summary of para.3) All insurance payment can be met in the Federal territory and in the German currency.	
<b>6 Carrying Arms (and Uniform)</b>			
	<b>Art. VI: [Arms]</b> Members of a force may possess and carry arms, on condition that they are authorized to do so by their orders. The authorities of the sending State shall give sympathetic consideration to requests from the receiving State concerning this matter.	<b>Art. 12 [Bearing of Arms]</b> (summary of para. 1) The AFs may authorize MCCs and other employees in the service of the force to carry arms for safeguarding their property or official activities. (summary of para. 2) The AFs shall issue regulations to the authorized person which conform to the German law on self-defense. (summary of para. 3) The authorized persons may bear arms only if in possession of a certificate issued by the AFs.  (summary of para. 4) The AFs shall issue firearms certificates only to reliable persons with no reasonable doubt. They shall withdraw a firearms certificate at the request of the ARs or on their own decision if the holder has misused his firearm or if reasonable doubt arises as to his reliability. (Protocol Re Art. 12) refers to precise description and definition of "German law on self-defense" based on Sec.53 of the German Criminal Code.	
<b>7 Police power (Military Police of the sending state and the Police of the receiving state) and the protection of the bases and information</b>			
(a) Within the bases	<b>Art. VII para 10 (a)</b> Regularly constituted military units or formations of a force shall have the right to police any camps, establishments or other premises which they occupy as the result of an agreement with the receiving State. The military police of the force may take all appropriate measures to ensure the maintenance of order and security on such premises.	<b>Art. 28 [Military police and German police]</b> (summary of <i>Primo.</i> ) German police may exercise their authority within accommodation made available to a force or a civilian component for its exclusive use to the extent that the public order and safety of the Federal Republic are jeopardized or violated. Where a criminal prosecution measure is to be carried out within such accommodation, the Sending State, following consultation with the AR, may also have the measure carried out by its own police.	



(b) Outside of the bases	<p><b>Art. VII para 10 (b) )</b> Outside these premises, such military police shall be employed only subject to arrangements with the authorities of the receiving State and in liaison with those authorities, and in so far as such employment is necessary to maintain discipline and order among the members of the force.</p>	<p>(summary of para.1) The military police of a force shall have the right to patrol on public places and to take such measures with respect to the MFs, MCCs or DPs as are necessary to maintain order and discipline. Insofar as it is necessary or expedient the details of this right shall be agreed upon between the ARs and AFs.</p> <p>(summary of para. 2) If public order and safety are endangered or disturbed by an incident in which MFs or MCCs or DPs are involved, the military police of a force shall, if so requested by the German authorities, take appropriate measures to maintain or restore order and discipline.</p>
(c ) Protection of the bases and information	<p><b>Art. VII para. 11</b> Each Contracting Party shall seek such legislation as it deems necessary to ensure the adequate security and protection within its territory of installations, equipment, property, records and official information of other Contracting Parties, and the punishment of persons who may contravene laws enacted for that purpose.</p>	<p><b>Art. 29 [Protection of the Forces against Criminal Offences]</b> (para. 1) The FR shall bring about such legislative measures as it deems necessary to ensure the adequate security and protection within its territory of the forces, of the CCs and of their members. This shall also apply to the Armed Forces of a sending State stationed in Berlin, to the CC thereof and to their members with regard to offences committed within the Federal territory.</p> <p>(summary of para. 2) To implement para. 11 of Art. VII of the NATO SOFA and para. 1 of this Art. the FR shall, in particular,</p> <p>(a) ensure, in accordance with the provisions of German criminal law on treason, the protection of military secrets of the sending States;</p> <p>(b) ensure, by way of criminal law, the protection of a force, a CC and their members to an extent not inferior to the protection which is or will be afforded to the GAF in the following fields: (list of 10 specific criminal conducts )</p> <p>(summary of para. 3) <i>Definition of "military secrets"</i></p>
<b>8 Jurisdiction (1) The definition of persons covered by SOFA - Who is to be protected under SOFA? -</b>		

	<p><b>Art. I: [Definition]</b> (summary)</p> <p><b>Force:</b> The personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in connection with their official duties. (certain individuals, units or formations shall not be regarded as constituting or included in a 'force')</p> <p><b>Civilian Component:</b> The civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located.</p> <p><b>Dependent:</b> The spouse of a member of a force or of a civilian component, or a child of such member depending on him or her for support.</p>	<p><b>No specific provisions of redefinition or further specification regarding these terms.</b></p>	
<b>9 Jurisdiction (2) Jurisdictional Decision</b>			
(a) Exclusive jurisdiction	<p><b>Art. VII: [Jurisdiction, Military Police]</b></p> <p>(para. 1) Subject to the provisions of this Article,</p> <p>a. the military authorities of the sending State shall have the right to exercise within the receiving State all criminal and disciplinary jurisdiction conferred on them by the law of the sending State over all persons subject to the military law of that State;</p> <p>b. the authorities of the receiving State shall have jurisdiction over the members of a force or civilian component and their dependents with respect to offences committed within the territory of the receiving State and punishable by the law of that State.</p>	<p><b>Art. 17 [Offences punishable under the law of a sending state under German Law]</b></p> <p>(summary of para. 1) Where it is necessary to determine whether an act is punishable by the law sending State, the German court or ARs dealing with the case shall suspend the proceedings and shall notify the competent AS. The appropriate AS may submit to the German court or authority a certificate stating whether or not the act is punishable by the law of the sending State. If the certificate is affirmative on this point, it shall specify the provision or legal basis under which the act is punishable as well as the penalty prescribed.</p>	

	<p>(para. 2) a. The military authorities of the sending State shall have the right to exercise exclusive jurisdiction over persons subject to the military law of that State with respect to offences, including offences relating to its security, punishable by the law of the sending State, but not by the law of the receiving State.</p> <p>b. The authorities of the receiving State shall have the right to exercise exclusive jurisdiction over members of a force or civilian component and their dependents with respect to offences, including offences relating to the security of that State, punishable by its law but not by the law of the sending state.</p> <p>c. (Specification of a security offence)</p>	<p>(summary of para. 2) The German court or authority shall make its decision in conformity with the certificate. In exceptional cases, however, such certificate may, at the request of the German court or authority, be made the subject of review through discussions between Germany and the diplomatic mission of the sending State.</p> <p>(summary of para. 3) In case that an offence is punishable under German law the certificate is issued by supreme competent administrative authority of Federal or Land concerned.</p> <p>(para. 4) (content omitted)</p>	
(b) Concurrent jurisdiction	<p>(para. 3) In case where the right to exercise jurisdiction is concurrent the following rules shall apply:</p> <p>a. The military authorities of the sending State shall have the primary right to exercise jurisdiction over a member of a force or of a civilian component in relation to</p> <p>(i) offences solely against the property or security of that State, or offences solely against the person or property of another member of the force or civilian component of that State or of a dependent;</p> <p>(ii) offences arising out of any act or omission done in the performance of official duty.</p> <p>b. In the case of any other offence the authorities of the receiving State shall have the primary right to exercise jurisdiction.</p>	<p><b>Art. 18 [Official duty]</b></p> <p>(summary of para. 1) The determination whether an offence has arisen out of any act or omission done in the performance of official duty shall be made in accordance of the law of the sending State. The highest appropriate AS may submit a certificate to AR or the German court.</p> <p>(summary of para. 2) The German court or authority shall make its decision in conformity with the certificate. In exceptional cases, however, such certificate may, at the request of the German court or authority, be made the subject of review through discussions between Germany and the diplomatic mission of the sending State.</p>	
(c) Waiver of jurisdiction	<p>c. (of para. 3) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other state considers such waiver to be of particular importance.</p>	<p><b>Art. 19 [Waiver of jurisdiction]</b></p> <p>(summary of para. 1) At the request of a sending State Germany shall waive in favor of that State the primary jurisdiction right granted to the ARs.</p> <p>(summary of para. 2) The AFs shall notify ARs of individual cases falling under the waiver provided in para.1. The AFs notify the competent ARs when they intend to exercise the primary right of jurisdiction granted under NATO SOFA .</p>	

		<p>(summary of para. 3) Where the competent ARs hold the view that interests of German administration of justice make imperative the exercise of German jurisdiction, they may recall the waiver granted under paragraph 1 of this Article.</p> <p>(summary of para. 4) If mutual understanding with regard to the waiver of jurisdiction cannot be reached, Germany, giving due consideration to the interests of its administration of justice and to the interests of the sending State, shall resolve the disagreement in the exercise of its authority in the field of foreign affairs.</p> <p>(summary of para. 5, sub-para-a and b) Each side may transfer to its counterpart authorities for investigation, trial and decision, particular criminal cases in which jurisdiction rests with that State.</p> <p>(summary of para 6, sub-para.-a) where a German court or authority exercises exclusive jurisdiction under NATO SOFA, a copy of any document served on the accused shall be delivered, upon special or general request of the sending State concerned, to a liaison agency established or designated by each of the sending States.</p> <p>(summary of para. 6 sub-para.b) German courts or authorities may request the liaison agency to ensure service of documents in criminal proceedings on MFs, MCCs or DPs.</p> <p>(summary of para. 7) In the implementation of the provisions of this Article and to facilitate the expeditious disposal of offences of minor importance, arrangements may be made between AFs or ASs and the ARs.</p> <p>(summary of minute re: Art. 19)</p> <ol style="list-style-type: none"> <li>1. (specification of date that Art.19 enter into force)</li> <li>2. (specification of cases where ARs deem imperative to exercise its jurisdiction)</li> </ol>	
<b>10 Jurisdiction (3) Differences in the right of the accused: arrest, custody, and related issues</b>			

(a) Arrest, custody, and investigation	<p>(para. 5) a. The authorities of the receiving and sending states shall assist each other in the arrest of members of a force or civilian component or their dependents in the territory of the receiving State and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.</p> <p>b. The authorities of the receiving State shall notify promptly the military authorities of the sending State of the arrest of any member of a force or civilian component or a dependent.</p> <p>c. The custody of an accused member of a force or civilian component over whom the receiving state is to exercise jurisdiction shall, if he is in the hands of the sending State, remain with that State until he is charged by the receiving State.</p> <p>(para. 6) a. The authorities of the receiving and sending States shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.</p> <p>b. The authorities of the Contracting parties shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.</p>	<p><b>Art. 20 [Provisional arrest]</b></p> <p>(summary of para. 1) The AFs, without a warrant of arrest, take into temporary custody any person not subject to their jurisdiction (a) if such person is caught or pursued in <i>flagrante delicto</i> and either (i) the identity of the person cannot be established immediately, or (ii) there is reason to believe that the person may flee from justice; or (b) if so requested by AR; or (c) if such person is a MF or MCC of another sending State, or a DP of any such member, upon request by an authority of that State.</p> <p>(summary of para. 2) When the delay of ARs' arrival is expected, AFs may take into temporary custody a person not subject to their jurisdiction if strong reasons to suspect exists. (specification of punishable offenses under German law)</p> <p>(summary of para. 3) In cases of para.1 and 2, AFs may disarm, seize any items which may serve as evidence. (summary of para. 4) The AFs shall deliver any person taken into temporary custody in accordance with this Article to appropriate ARs with any weapons or items confiscated.</p> <p>(para. 5) The provisions of this Article shall not affect the constitutional immunities of the parliaments of the Federation and the Länder.</p>	
		<p><b>Art 21 [Notification of arrest]</b></p> <p>(summary of para. 1) Where an investigation in respect of an act punishable under German law is initiated or an arrest made by ARs they shall notify AFs. The same shall apply to an act otherwise directed against the security of a sending State or of its force.</p> <p>(summary of para. 2) Where an investigation is initiated or an arrest made by a competent AS, this authority shall inform the ARs.</p> <p><b>Art 22 [Custody of MFs, MCCs, and DPs]</b></p> <p>(summary of para. 1) (sub-para.a) Where jurisdiction is exercised by the ASs, custody of MFs, MCCs and DPs shall rest with the ASs. (sub-para.b) Where jurisdiction is exercised by the ARs, custody of MFs, MCCs and DPs shall rest with the ASs in accordance with para. 2 and 3 of this Article.</p>	

(summary of para. 2) (sub-para.a) Where the arrest has been made by the ARs, the arrested person shall be handed over to the ASs concerned if such authorities so request. (sub-para.b) Where the arrest has been made by the ASs, or where the arrested person has been handed over to them under sub-para.a of this para., they (i) may transfer custody to the ARs at any time; (ii) shall give sympathetic consideration to any request for the transfer of custody which may be made by the ARs in specific cases. (sub-para.c) In respect of offences directed solely against the security of Germany, custody shall rest with the ARs.

(summary of para. 3) Where custody rests with the ASs, it shall remain with these authorities until release or acquittal by the ARs or until commencement of the sentence. The ASs shall make the arrested person available to the ARs for investigation and criminal proceedings and they shall take full account of any special request regarding custody made by the competent ARs.

(summary of protocol Re: Art. 22) The sending States shall retain the right to keep in custody the arrested person either in a detention institution of their own or with their force. The ASs shall keep the arrested person, where possible, in the vicinity of the seat of the AR dealing with the case.

**Art. 23 [Right of access]**

A representative of the sending State concerned shall have access to a person under AR's custody referred in para. 1 of Art.21. The German representative shall have a corresponding right to access to a person under AS's custody to the extent to which the sending State avails itself of the right of access afforded by the first sentence of this Article. A representative of the State which has custody may be present when the right of access is exercised.

(b) Death penalty	(para. 7) a. A death sentence shall not be carried out in the receiving State by the authorities of the sending State if the legislation of the receiving state does not provide for such punishment in a similar case.	<p><b>Art. 18 A [Capital punishment]</b></p> <p>(summary of para. 1) The ASs notify ARs when undertaking a prosecution which may lead to the imposition of the death penalty.</p> <p>(summary of para. 2) Taking into consideration the provisions of German law, the ASs shall not carry out a death penalty nor follow prosecution procedure which may lead to death penalty in Germany.</p> <p>(Protocol 1 Re 18A-para.1) German authorities shall provide assistance if required by German statutory law or by treaty obligations accepted by the Federal Republic.</p> <p>(Protocol 2 Re Art. 18A) In extraordinary circumstances, such as in the case of the imminent threat of armed conflict, the ASs and the competent ARs may conclude arrangements to take account of such circumstances.</p>	
(c) Serving a sentence	(para. 7) b. The authorities of the receiving State shall give sympathetic consideration to a request from the authorities of the sending State for assistance in carrying out a sentence of imprisonment pronounced by the authorities of the sending State under the provision of this Article within the territory of the receiving State.	No specific provisions with regard to the treatment of a person who is sentenced of confinement.	
(d) Trial	(para. 8) Where an accused has been tried in accordance with the provisions of this Article by the authorities of one Contracting Party and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offence within the same territory by the authorities of another Contracting Party. However, nothing in this paragraph shall prevent the military authorities of the sending State from trying a member of its force for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of another Contracting Party.	<p><b>Art. 24 [Mutual assistance during pre-trial proceedings]</b></p> <p>The AR and AS shall fulfill the obligation of mutual assistance provided for para.6 of Art.VII of NATO SOFA.</p> <p><b>Art. 25 [Right to attend criminal proceedings]</b></p> <p>(summary of para. 1) (sub-para.a) Where criminal jurisdiction over a MF, a MCC, or DP is exercised by AR, a representative of the sending State concerned shall have the right to attend the trial, Where an offence is solely directed against the security of Germany, or against any property within Germany, or against a German or a person present in the Federal territory, and jurisdiction is exercised in Germany by ASs, a German representative shall have the right to attend the trial.</p>	

	<p>(para. 9) Whenever a member of a force or civilian component of a dependent is prosecuted under the jurisdiction of a receiving State he shall be entitled:</p> <p>(a) o a prompt and speedy trial;</p> <p>(b) o be informed, in advance of trial, of the specific charge or charges made against him;</p> <p>(c) to be confronted with the witnesses against him;</p> <p>(d) o have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of the receiving State;</p> <p>(e) o have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in the receiving State;</p> <p>(f) f he considers it necessary, to have the services of a competent interpreter; and</p> <p>(g) o communicate with a representative of the Government of the sending State and when the rules of the court permit, to have such a representative present at his trial.</p>	<p>(sub-para.b) "Property within the Federal Republic" shall not include property belonging either to a force, a MF, a MCC, or a DP. "A person present in the Federal territory" shall not include a MF, a MCC, or a DP.</p> <p>(sub-para.c) Sub-para. a shall not apply if the attendance of a national representative is incompatible with the security requirements of the State exercising jurisdiction which are not at the same time security requirements of the other State.</p> <p>(sub-para.d) The authority exercising jurisdiction shall give timely notification of place and time of the trial to its counterpart.</p> <p>(summary of para. 2) A representative of the sending State shall have a right to attend interrogations and pre-trial investigations when both sides agree. A German representative shall have a same right corresponding to that of the representative of a sending State.</p>	
		<p><b>Art. 26 [Place of trial]</b></p> <p>(summary of para. 1) Where a MF, a MCC, or a DP is arraigned before a court of a sending State for an offence committed in the Federal territory against German interests, the trial shall be held in that territory except the law of the sending State requires otherwise, or the ASs intend to hold the trial outside of the German territory in cases of military exigency or the interests of justice.</p> <p>(summary of para. 2) Where the trial is held outside the Federal territory, the ASs shall inform the ARs of the place and date of the trial. A German representative shall be entitled to be present at the trial except it is contrary to the court rules or security requirement of the sending State. The ASs shall inform the ARs of the final outcome of the proceedings.</p>	
<p><b>Civil jurisdiction (<i>This is not the item for comparison with other SOFAs</i>)</b></p>	<p><u>No specific provisions</u> except a general rule of 'respecting the law of the receiving state' (Art. II) and Art. VIII, para.5 (g) which states the immunity of military personnel of the sending state in connection with acts or omissions done in the performance of official duty.</p>		
<p>(a) Social security and welfare</p>		<p><b>Art. 13 (contents omitted)</b></p>	



	(b) Certificate to marry
	(c ) Birth, death, and burials
	(d) Security for costs
	(e) Service (Liaison agency)
	(f) Attendance at Proceedings
	(g) Enforcement

<b>Art. 14 (contents omitted)</b>	
<b>Art. 15 and 16 (contents omitted)</b>	
<b>Art. 31 (contents omitted)</b>	
<b>Art. 32</b> refers to the establishment of a liaison agency in the sending States to ensure service of documents arising in non-criminal proceedings upon MFs, MCCs or DPs, and designates the contents of services.	
<b>Art. 33 [Attendance at proceedings]</b> If MFs, MCCs or DPs are temporarily prevented from attending non-criminal proceedings to which they are parties and if the competent German court or authority is so notified without undue delay, due account shall be taken thereof in order that they shall suffer no legal prejudice to their interests. Such notification may also be given by the liaison agency.	
<b>Art. 34 [Enforcement of Judgments, Decision, and Orders]</b>  (summary of para. 1 of Art. 34) The AFs shall render all assistance in their power to secure compliance with judgments, decisions, orders and settlements in non-criminal proceedings of German courts and authorities.  (summary of para. 2-a of Art. 34) A MF, a MCC, or a DP may be deprived of his personal liberty by a AR or court in non-criminal proceedings only to punish contempt of court or to secure compliance with a judicial or administrative decision or order that he culpably has failed or fails to obey. Deprivation of liberty shall not be authorized in respect of an act or omission done in the performance of official duty certified by the AS. In other cases the German agencies shall give due consideration to representations of the highest appropriate AS that compelling interests contravene such deprivation of liberty.  (summary of para. 2-b of Art. 34) A deprivation of liberty pursuant to this para. may take place only after the AFs have arranged, if they find it necessary, for the replacement of the individual concerned.	

(h) Attachment

(summary of para. 2-c of Art. 34) When a deprivation of liberty is to take place within accommodation made for exclusive use of the force, the sending State, following consultation with the German court or authority, may also have the measure carried out by its own police. In this case the enforcement shall take place without delay, and, to the extent desired by the German side, in the presence of representatives of the German court or authority.

(summary of para. 3 of Art. 34) A payment due to a MF or a MCC from his Government shall be subject to attachment, garnishment or other form of execution ordered by a German court or authority to the extent permitted by the law applicable in the territory of the sending State.

(para. 4 of Art. 34) Where the enforcement of a judgment, decision, order and settlement in non-criminal proceedings of a German court or authority is to take place within an installation of a force, such enforcement shall be effected by a German enforcement officer in the presence of a representative of the force.

**Art. 35 [Attachment]** Law enforcement against a debtor to whom a payment is due in respect of employment with a force or civilian component.

(summary of sub-para.a of Art. 35) A AR shall be entitled to comply with the request by an enforcing agency to make payment to the judgment creditor instead of to the debtor if payment is made through ARs.

(summary of sub-para.b (i) of Art. 35) Where such a payment is not made through a AR, the AF shall upon request by an enforcing agency deposit with the competent agency out of the sum admitted to be owing to the debtor the sum specified in the request.

(summary of sub-para.b (ii) of Art. 35) Insofar as the sending State prohibit such measures referred in item (i) of this para. The AF shall take all appropriate measures to assist the enforcing agency in the execution of the judgment, decision, order or settlement in question.

	(i) Service of documents	<b>Art. 36 (content omitted)</b>	
	(j) Appearance before courts	<b>Art. 37 [Appearance before courts or authorities]</b> (summary of para. 1 of Art. 37) Where a MF, a MCC or a DP is summoned to appear before a German court, the AFs, unless military exigency requires otherwise, shall take all measures within their authority to secure attendance provided such attendance is compulsory under German law. (The latter part refers to the procedure when the summons is not served)  (summary of para. 2 of Art. 37) Where persons whose attendance cannot be secured by the AFs are required as witnesses or experts by a court or a AFs, the German courts and authorities shall, in accordance with German law, secure the attendance of such persons before the court or AFs of the sending State.	
	(k) Disclosure of official secret	<b>Art. 38</b> refers to the necessary procedure to deal with an official secret in the course of criminal or non-criminal judicial proceedings.	
	(l) Witnesses and experts	<b>Art. 39 [Privileges and immunities of witnesses, injured person, and experts]</b> Privileges and immunities of witnesses, injured persons and experts shall be those accorded by the law of the court or authority before which they appear. The court or authority shall, however, give appropriate consideration to the privileges and immunities which they, if they are a MF, a MCC, or a DP, would have before a court of a sending State.	
	(m) Inviolability from seizure	<b>Art. 40 [Inviolability of documents and property]</b> Subject to any provision to the contrary in the NATO SOFA or in the present Agreement, archives, documents,; official mail recognizable as such and property of a force shall be immune from search, seizure or censorship by the ARs except where immunity is waived.	
<b>11 Administrative jurisdiction</b>			

	<u>No specific provisions</u> except a general rule of 'respecting the law of the receiving state' (Art. II). The bottom line is that the personnel are subject to all applicable laws of a receiving state except as otherwise provided in the agreement. However, it is obscure with regard to stationing forces themselves.	SA clearly designate the general rules to govern various items of administrative jurisdiction.	
(a) Environment protection		<p><b>Art. 54 A [Environmental protection]</b>            (para. 1) The sending States recognize and acknowledge the importance of environmental protection in the context of all the activities of their forces within Germany.</p> <p>(summary of para. 2) The AFs and ACCs shall examine the environmental compatibility of all projects. They shall identify, analyze and evaluate potential effects of environmentally significant projects on persons, animals, plants, soil, water, air, climate and landscape, including interactions among them, as well as on cultural and other property. The objective of the examination shall be to avoid environmental burdens and, where detrimental effects are unavoidable, to offset them by taking appropriate restorative or balancing measures.</p> <p><b>Art. 54 B [Fuels, Lubricants and Additives]</b>            The AFs and ACCs shall ensure that only fuels, lubricants and additives that are low-pollutant in accordance with German environmental regulations are used in the operation of aircraft, vessels and motor vehicles, insofar as such use is compatible with the technical requirements of (of sending state) such aircraft, vessels and motor vehicles. With respect to passenger and utility motor vehicles, especially in the case of new vehicles, the German regulations for the limitation of noise and exhaust gas emissions shall be observed to the extent this is not excessively burdensome.</p>	
(b) Health and Sanitation	<b>Art. IX: [Goods and Services]</b> (para. 5) When a force or a civilian component has at the place where it is stationed inadequate medical or dental facilities, its members and their dependents may receive medical and dental care, including hospitalization, under the same conditions as comparable personnel of the receiving State.	<b>Art. 54 [Health and Sanitation]</b> (summary of para. 1) The German regulations and procedures for the prevention and control of infectious diseases of humans, animals and plants as well as for the prevention and control of plant pests shall apply to a force and a civilian component. A force may apply its own regulations and procedures within its accommodation as well as to its MFs, MCCs or DPs provided that neither public health nor the cultivation of plants is endangered thereby.	

		<p>(summary of para. 2) The AFs and ARs shall promptly inform each other of the outbreak, or suspected outbreak, development and elimination of an infectious disease, as well as of the measures taken.</p> <p>(summary of para. 3) If the AFs deem it necessary to take health protection measures in the vicinity of their accommodation, they shall reach agreement with the ARs regarding the execution of such measures.</p> <p>(summary of para. 4) The prohibited articles may, with the approval of the ARs, and provided that neither public health nor the cultivation of plants is endangered thereby, be imported by the AFs.</p> <p>(summary of para. 5) The AFs may, with the approval of the ARs, carry out the examination and control of articles imported by them. They shall ensure that neither public health nor the cultivation of plants is endangered as a result of such importation.</p>	
(c) Employment and labor law	<p><b>Art. IX: [Goods and Services]</b> para. 4</p> <p>Local civilian labour requirements of a force or civilian component shall be satisfied in the same way as the comparable requirements of the receiving State and with the assistance of the authorities of the receiving State through the employment exchanges. The conditions of employment and work, in particular wages, supplementary payments and conditions for the protection of workers, shall be those laid down by the legislation of the receiving State. Such civilian workers employed by a force or civilian component shall not be regarded for any purpose as being members of that force or civilian component.</p>	<p><b>Art. 56 [Labor]</b></p> <p>(summary of para. 1-a) German labor law, including industrial safety law, as applicable to civilian employees working with the GAFs, with the exception of decrees regulating working conditions, shop agreements and tariff regulations, shall apply to employment of civilian labor with a force or a civilian component except as otherwise provided.</p> <p>(summary of para. 1-b) The applicant for employment with an AF or ACC shall furnish the proof of not having been convicted of any offence. If the applicant cannot obtain a police certificate, the ARs shall provide him with an extract (provided it does not endanger essential German interest).</p> <p>para. 1-c Deleted</p> <p>(para. 1-d) Transfers for duty reasons within the Federal Republic shall require the written consent of the civilian employee; such consent may be given at any time.</p> <p>para. 1-e Deleted</p>	

(para. 1-f) Employment of civilian labor with a force or a civilian component shall not be deemed employment with the German public service.

(Protocol 1 Re Art. 56-para.1) refers to the application of industrial safety provisions. (contents omitted)

(summary of protocol 2 Re Art. 56-para.1) To the extent that agencies designated by the Federal Minister of Defense perform the functions of industrial inspection agencies with regard to the GAFs, those agencies shall also be competent for civilian labor with a force or a civilian component.

(Protocol 3 Re Art. 56-para.1) Exemptions applicable for facilities of the GAFs shall also be applicable for facilities of a force or of a civilian component.

(Protocol 4 Re Art. 56-para.1) refers to the facilities built before the entry into force of SA and the facilities with substantial modification. (content omitted)

(summary of para. 2-a) The second sentence of para. 1 of Sec. 9 of the Dismissal Protection Law shall apply provided that the employer's application may also be based on the ground that the continuation of employment is precluded by military interests particularly worthy of special protection. (Detailed procedure to establish credibility and to protect military secrecy follows)

(summary of para. 2-b) The highest service authority within the meaning of this para. shall be the highest agency located in Germany that is administratively responsible for the employing agency of the person under notice.

(para. 2-c) This para. shall not apply to members of works councils.

(para. 3) The provisions of German law concerning social insurance, including accident insurance, unemployment insurance and children's allowance shall apply to labor working with a force or a civilian component. The Federal Republic shall be the accident insurance carrier.

(summary of protocol Re Art. 56-para.3) Accident prevention regulations under German law shall be taken into account only to the extent that a force or civilian component has not issued corresponding accident prevention directives. The force or civilian component shall seek the advice of the competent ARs when promulgating such directives. Where these ARs find such directives appear to be inadequate, consultation in accordance to the third sentence of para.1 of Art.53 shall take place.

(para. 4) German civilian labor working with a force or a civilian component shall only be engaged in services of a non-combatant nature including civilian guard duties.

(summary of para. 5-a and b) The ARs in agreement with the AFs or ACCs, shall establish the terms and conditions of employment, including wages, salaries and job groupings, which shall serve as the basis for individual employment contracts, and shall conclude tariff agreements; and regulate payment procedure.

(summary of protocol Re Art. 56-para.5) The competence of ARs to regulate payment procedures shall not preclude the conclusion of agreements between these authorities and the AFs or of ACCs, whereby the calculation and payment of the remuneration of civilian labor is performed by agencies other than ARs.

(summary of para. 6) The AFs or ACCs shall, in respect of the employment of labor, including members of civilian service organizations, have the right of engagement, placement, training, transfer, dismissal and acceptance of resignations.

(summary of para. 7-a) The AFs or ACCs shall determine the number of jobs required and classify such jobs in accordance with the job groupings established in para.5-a of this Art. The individuals shall be classified by the AFs or ACCs into the appropriate wage or salary groups. (sub-para. b Deleted)

		<p>(para. 8) Disputes arising out of employment or social insurance shall be subject to German jurisdiction. Lawsuits against the employer shall be filed against the Federal Republic. Lawsuits on behalf of the employer shall be instituted by the Federal Republic.</p> <p>(summary of para. 9) The provisions of German law concerning personnel representation as applicable to the civilian employees of the GAFs shall apply to the employees' representation of civilian labor of a force or of a civilian component unless otherwise provided.</p> <p>(Protocol Re Art. 56-para.9) refers mainly the details of representation including work councils. (Content omitted)</p> <p>(summary of para. 10) Where the ARs carry out administrative work in respect of the employment of labor by a force or a civilian component and of its remuneration, the actual costs of such administrative work shall be reimbursed by the force.</p>	
(d) Traffic (or Movement)	<p><b>No specific provisions</b> except a general rule of 'respecting the law of the receiving state' (Art. II). Art. V-para.2 merely states "Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark."</p>	<p><b>Art. 57 [Movement]</b></p> <p>(summary of para.1-a) A force, a civilian component, their members and dependents shall, subject to the approval of the Federal Government, have the right to enter Germany or to move within and over its territory in vehicles, vessels and aircraft; transports and other movements within the scope of German legal provisions, including SA and other international agreements. Special permits and exceptional permits as well as exemptions from legal provisions governing the transport of hazardous material shall be obtained by the competent agencies of the GAF.</p> <p>(summary of para. 1-b) The competent agencies of the GAF shall coordinate the representation of the military interests of the forces in traffic matters vis-a-vis civilian authorities. They shall also coordinate the execution of military traffic movements of the sending States with each other and with civilian traffic. Such coordination shall be arranged between the AFs and GAF.</p>	



(summary of para. 2) The operating rights of the German railways shall remain unaffected. The registration and movement of freight cars and passenger cars of a force as well as the admittance of locomotives of the force shall be governed by regulations to be concluded between the AFs and the German railway authorities.

(summary of para. 3) A force, a civilian component, their members and dependents shall observe German traffic regulations as well as regulations on the transport of hazardous material. Observance of such regulations shall be supervised by the competent (joint) authorities.

(summary of para. 4-a) Deviations from German regulations governing conduct in road traffic shall be permitted to a force in accordance with German law. Deviations required by military exigency shall take place in accordance with procedures agreed between the AFs and the competent ARs.

(summary of para. 4-b) Agreements shall be concluded between the AFs and the ARs regarding the designation and use of a road network for military traffic by vehicles and trailers, the dimensions, axle loads, total weight or number of which exceed limitations under German traffic regulations. The operation not within the agreed network shall be carried out only with the permission of the competent ARs except in case of emergency.

(summary of para. 5) The ASs may apply their own standards to the design, construction and equipment of vehicles, trailers, inland water vessels or aircraft provided that they shall observe German transportation safety regulations.

(summary of para. 6) A force and a civilian component shall be allowed to use civilian airfields and other landing areas only in cases of emergency or in accordance with administrative agreements or other arrangements concluded with the competent ARs.

Para. 7 Deleted

		(summary of para. 8) All air traffic control and related communications systems developed and operated by the ARs and by the AFs shall be coordinated to the extent necessary to ensure air traffic safety and the common defense.	
(e) Post	<p><b>Art. XI: [Customs]</b></p> <p>Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with para. 2 b. of Art. III. This movement order shall show the number of dispatches carried and certify that they contain only official documents.</p>	<p><b>Art. 59 [Forces Postal Services]</b></p> <p>(summary of para. 1-a, b, and c) (a) A force may establish and operate post offices for the postal and telegraphic services of the force, the civilian component, their members and dependents. (b) The forces post offices may (i) receive from outside the Federal territory, (ii) dispatch to destinations outside the Federal territory and to other forces post offices within the Federal territory, (iii) carry within the Federal territory open or closed mails of the force, the civilian component, their members and dependents. (c) Postal remittance facilities shall be restricted to traffic between forces post offices and between such offices and other post offices of the sending State concerned.</p> <p>(summary of para. 2) The forces post offices may dispatch to the German Federal Post or receive from the German Federal Post open or closed mails (defined in para.1). International agreements applicable between the Federal Republic and the sending State concerned shall apply to postal transactions between the forces post offices and the German Federal Post unless special agreements are concluded. Exchange offices shall be established by mutual agreement.</p> <p>(para. 3) Mail posted at forces post offices may bear stamps of the sending State concerned.</p> <p>(summary of para. 4) Where a unit of a force does not operate forces post offices, such unit, its MFs, MCCs, and DPs may use the postal services of another force. Where such use is to be permanent or of long duration, the German Federal Post shall be informed as soon as possible.</p>	

(f) Telecommunications

**Art. 60 [Telecommunications]**

(summary of para. 1) A force, a civilian component, their members and dependents, shall use the public telecommunications systems of Germany. Subject to other arrangements provided for by administrative agreement, such use shall be governed by the German regulations in force at the time. In the application of such regulations, the treatment accorded to a force shall be no less favorable than that accorded to the GAFs.

(summary of para. 2) Within military purposes a force may set up, operate, and maintain (a) telecommunication facilities (except radio installations) within accommodation used by it; (b) radio stations for fixed services, subject to prior consultation with the ARs; (c) facilities for mobile radio services and radio location services; (d) other radio receiving facilities; (e) temporary telecommunication facilities of any kind for training exercises, maneuvers, and in cases of emergency, in accordance with procedures agreed upon with the ARs.

(summary of protocol para. 2 Re para 2-b, and c of Art. 60)  
Aeronautical and meteorological services fall within the category of radio services referred in para 2-b, and c of Art. 60.

(summary of para. 3-a, and b) (a) With the consent of the ARs a force may set up, operate, and maintain wire telecommunication facilities outside accommodation used by it if (i) compelling reasons of military security exist, or (ii) the ARs are either not in a position to provide, or forgo the provision of, the facilities required. (b) Expeditious procedures for obtaining the consent of the ARs shall be ensured by administrative agreement.

(summary of para. 4-a) A force may continue to operate and maintain telecommunication facilities taken into use prior to SA.  
(b) deleted.

(summary of para. 5-a) A. force shall have the right to operate its own sound and television broadcasting stations for the force, the civilian component, their members and DPs, if such stations do not adversely affect German broadcasting services in an unreasonable manner. Subject to this condition, existing broadcasting stations of this type may continue in operation. Additional stations may be established and operated only with the agreement of the ARs.

(summary of para. 5-b) A force, a civilian component, their members and DPs, may set up and operate sound and television broadcast receiving apparatus free of charge and without individual licenses, if no electromagnetic interference is caused to radio communication services.

(Protocol para. 4 Re para.5-a of Art.60) The right mentioned in sub-para. (a) of para. 5 of Art. 60 to set up and operate sound and television broadcasting stations does not affect the question of copyright.

(para. 6) Radio frequencies together with their specific data shall be governed by the provisions of para. 5 of the Protocol Re this Art.

(summary of protocol para. 5-a to 5-e Re Art. 60) It designates the detailed procedures of mutual special agreement and problem solution in accordance with International Telecommunication Convention based on that "A force shall use only the frequencies assigned to it by the ARs."

(summary of para. 7-a, b, and c) Telecommunication facilities established by a force may be interconnected with the German public telecommunication networks which meets the German legal regulations except in case of special agreement or the facilities possessed before SA.

(summary of para. 8-a, b, and c) In establishing and operating telecommunication facilities, a force shall observe the provisions of the International Telecommunication Convention of Nairobi, 1982 with the same exemption level of GAF.

		<p>(summary of para. 9-a and b) A force shall take all measures to avoid or eliminate interference caused to German telecommunication services and the ARs shall take all reasonable measures to be expected of them.</p> <p>(para. 10) At the request of a force, the Federal Minister of Posts and Telecommunications shall, within his sphere of responsibility, advocate the interests of the force in the interpretation and application of this Art.</p>	
<b>12 Claims</b>			
	<b>Art. VIII: [Claims]</b>	<b>Art. 41 [Damage claims]</b>	
<div>Effect and administrative procedure (<i>This is not the item for comparison with other SOFAs</i>)</div>		<p>(summary of para. 1) The settlement of claims shall be governed by Art. VIII of NATO SOFA and Art. 41 of this supplementary agreement.</p> <p>(summary of para. 12 and 13) Art. VIII of NATO SOFA and Art. 41 of this supplementary agreement apply to damages which are deemed to be caused after the entry of the present Agreement. Administrative agreements regarding regulating procedure shall be concluded between AFs and ARs.</p> <p>(summary of protocol para. 9 Re para. 13 of Art. 41) Such agreements may contain arrangements which differ from the Art. VIII of NATO SOFA.</p> <p>(summary of protocol para. 3 Re Art. 41) In order to permit speedy settlement of compensation proceedings, a reasonable period of time should be provided within which to file compensation claims under Art. VIII of the NATO SOFA in conjunction with Art. 41. To this end, Germany shall enact suitable legislation.</p>	
(a) Waiver and settlement of claims	<b>Art. VIII: [Claims]</b>	<b>Art. 41 [Damage claims]</b>	

<p>(para. 1) 1. Each Contracting Party waives all its claims against any other Contracting Party for damage to any property owned by it and used by its land; sea or air armed services, if such damage:</p> <p>(i) was caused by a member or an employee of the armed services of the other Contracting Party in the execution of his duties in connection with the operation of the North Atlantic Treaty; or</p> <p>(ii) arose from the use of any vehicle, vessel or aircraft owned by the other Contracting Party and used by its armed services, provided either that the vehicle, vessel or aircraft causing the damage was being used in connection with the operation of the North Atlantic Treaty, or that the damage was caused to property being so used.</p> <p>Claims for maritime salvage by one Contracting Party against any other Contracting Party shall be waived, provided that the vessel or cargo salvaged was owned by a contracting Party and being used by its armed services in connection with the operation of the North Atlantic Treaty.</p> <p>(para. 2-a) In the case of damage caused or arising as stated in paragraph 1 to other property owned by a Contracting Party and located in its territory, the issue of the liability of any other Contracting Party shall be determined and the amount of damage shall be assessed, unless the Contracting Parties concerned agree otherwise, by a sole arbitrator selected in accordance with sub-paragraph b. of this paragraph. The arbitrator shall also decide any counter-claims arising out of the same incident.</p> <p>(para. 2-b) The arbitrator referred to in sub-paragraph a. above shall be selected by agreement between the Contracting Parties concerned from amongst the nationals of the receiving State who hold or have held high judicial office. If the Contracting Parties concerned are unable, within two months, to agree upon the arbitrator, either may request the Chairman of the North Atlantic Council Deputies to select a person with the aforesaid qualifications.</p> <p>(para. 2-c) Any decision taken by the arbitrator shall be binding and conclusive upon the Contracting Parties.</p>	<p>(summary of para. 2) No compensation shall be payable in respect of (a) damages to public traffic facilities resulting from their use by a force or a civilian component for normal traffic purposes; (b) loss or damage to property which has been constructed or procured from occupation costs to the extent that such loss or damage was caused while the property was at the disposal of a force or a civilian component for its use.</p> <p>(summary of para. 3-a) Germany shall waive all its claims against a sending State in respect of loss of, or damage to, property owned by Germany and made available for the exclusive use of the force or of the civilian component.</p> <p>(summary of para. 3-b) Sub-para. (f) of paragraph 2 of Art. VIII of the NATO SOFA shall not apply to loss of or damage to property owned by the German Federal Railways or the German Federal Post nor to damage to Federal roads.</p> <p>(summary of protocol para. 4 Re Art.41 para. 3-a) The waiver given by the Federal Republic in sub-para. (a) of para. 3 of Art. 41 shall not apply to damage arising from non-fulfillment of the accepted responsibility for repair and maintenance. To the extent that the agreements do not contain provisions for the settlement of such damage claims, the procedure for settling them shall be laid down in administrative agreements.</p> <p>(summary of minute para. 5 Re Art. 41 para. 3-a) Insofar as property of juristic persons whose shares are in the hands of the Federation is made available free of charge to a force or a civilian component for exclusive use, Germany shall relieve the sending State of liability in respect of damages to this property to the same extent as Germany has waived, in accordance with para. 3-a of Art. 41, compensation for damage to property which it owns.</p>
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(para. 2-d) The amount of any compensation awarded by the arbitrator shall be distributed in accordance with the provisions of paragraph 5 e. (i), (ii) and (iii) of this Article.

(para. 2-e) The compensation of the arbitrator shall be fixed by agreement between the Contracting Parties concerned and shall, together with the necessary expenses incidental to performance of his duties, be defrayed in equal proportions by them.

(summary of para. 2-f) e. Nevertheless, each Contracting Party waives its claim in any such case where the damage is less than: (Specific figures and necessary currency adjustment among NATO signatories)

(para. 3) For the purposes of paragraphs 1 and 2 of this Article the expression "owned by a Contracting Party" in the case of a vessel includes a vessel on bare boat charter to that Contracting Party or requisitioned by it on bare boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some person other than such Contracting Party).

(para. 4) Each Contracting Party waives all its claims against any other Contracting Party for injury or death suffered by any member of its armed services while such member was engaged in the performance of his official duties.

(summary of para. 4) Germany shall relieve the sending States of liability for claims to property owned by a Land, if the loss or damage was caused prior to the entry into force of the present Agreement.

(summary of para. 5) Each sending State shall waive all its claims against Germany in respect of loss of or damage to property owned by such sending State and caused by members or employees of the German Armed Forces in the performance of official duties or by the use of vehicles, ships, or aircraft of the German Armed Forces, provided that it is property used by the force or the civilian component of that State in the Federal territory. This waiver shall not apply to damage caused willfully or by gross negligence.

(summary of protocol 6-a Re para. 3 and 5 of Art. 41) If in the cases referred to in the last sentence of para. 3-(a) and para. 5 of Art. 41, there is a difference of opinion between the competent ARs and the AFs as to whether or not damage was caused willfully or by gross negligence, the authorities on both sides shall enter into negotiations.

(summary of protocol 6-b Re para. 2 of Art. VIII of NATO SOFA) If a difference of opinion remains that cannot be resolved in further discussions between the parties at higher level, the arbitrator referred to in sub-para (a) of para. 2 of Article VIII of the NATO SOFA shall decide.

(summary of protocol 7 Re para.4 of Art. 41) In respect of property owned by a Land and made available for use by a force, the AFs and the ARs shall determine jointly the condition of such property. A similar determination shall be made at the time of the release of such property. Claims for damages or loss, if any, shall be settled on the basis of the condition of the property on these dates.

(summary of para. 6) The provisions of para. 5 of Art. VIII of the NATO SOFA and of this Article shall not apply to damage suffered by MFs or MCCs and caused by acts or omissions of other MFs or MCCs of the same force, or by other occurrences for which such force or such civilian component is legally responsible.

(summary of para. 7) The organizations referred to in para. 2 of Art. 71 shall for the purpose of the settlement of damage claims in accordance with Art. VIII of the NATO SOFA unless it is agreed that any such organization shall not enjoy exemption from German jurisdiction.

(summary of para. 8) The liability of a force or of a civilian component shall not be affected by the fact that such force or civilian component enjoys exemption from German regulations. Where the GSFs enjoy the same exemptions, compensation shall be payable only if and to the extent that compensation is payable for damage caused by the latter.

(summary of protocol para. 1 Re Art. 41) Art. 41 shall not be applicable to claims concerning damage arising under contracts or quasi-contractual relationships.

(summary of protocol para. 2-a-i Re Art. 41) A force may repair the damage to public roads and the German property caused by maneuvers and other training exercise for which compensation would have been payable under Art. 41.

(summary of protocol para. 2-a-ii Re art. 41) If a force wishes to repair damage to public roads, it will consult the competent ARs and will refrain from itself carrying out the repair if the ARs object for cogent technical building or traffic police control reasons.

(summary of protocol 2-b Re Art. 41) Nothing shall preclude a force itself making good the damage, in agreement with the person having suffered it, in cases other than those referred to in sub-para. (a) of this para.



		(summary of protocol 2-c Re Art. 41) In the cases referred to in sub-para (a) and (b) of this para., nothing shall preclude the person suffering the damage asserting any possible claim to which he may be entitled if in his opinion the damage has not been repaired either fully or properly.	
(b) Damages to third parties	<p>(para.5) Claims (other than contractual claims and those to which paragraphs 6 or 7 of this Article apply) arising out of acts or omissions of members of a force or civilian component done in the performance of official duty, or out of any other act, omission or occurrence for which a force or civilian component is legally responsible, and causing damage in the territory of the receiving State to third parties, other than any of the Contracting Parties, shall be dealt with by the receiving State in accordance with the following provisions:</p> <p>(sub-para.a) Claims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of the receiving State with respect to claims arising from the activities of its own armed forces.</p> <p>(sub-para.b) The receiving State may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by the receiving State in its currency.</p> <p>(sub-para.c) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of the receiving State, or the final adjudication by such a tribunal denying payment, shall be binding and conclusive upon the Contracting Parties.</p> <p>(sub-para.d) Every claim paid by the receiving State shall be communicated to the sending States concerned together with full particulars and a proposed distribution in conformity with sub-paragraphs e. (i), (ii) and (iii) below. In default of a reply within two months, the proposed distribution shall be regarded as accepted.</p> <p>(sub-para.e) The cost incurred in satisfying claims pursuant to the preceding sub-paragraphs and para. 2 of this Article shall be distributed between the Contracting Parties, as follows:</p>	<p><b>Art. 41 [Damage claims]</b></p> <p>(summary of para. 9-a) In cases where an occurrence causing damage to a third party and compensable under para. 5 of Article VIII of the NATO SOFA has also given rise to damage to the sending State concerned, and where the third party is liable to compensate for such damage, the claim of the sending State is to be set off against the claim of the third party.</p> <p>(summary of para.9-b) (Regarding claims by a sending State against residents in Germany) Germany shall assert claims of the sending State, but the expenses which Germany incurs in asserting claims over and above the general costs of administration shall be reimbursed by the sending State.</p> <p>(summary of para. 10) Regarding damage or loss to accommodation and movables other than German ownership which were exclusive use by a force or a civilian component before 5 May 1955, and which are released after the entry into force of the present Agreement, compensation shall be borne by Germany and the sending State concerned in equal parts.</p>	

	<p>(i) Where one sending State alone is responsible, the amount awarded or adjudged shall be distributed in the proportion of 25 per cent. chargeable to the receiving State and 75 per cent. chargeable to the sending State.</p> <p>(ii) Where more than one State is responsible for the damage, the amount awarded or adjudged shall be distributed equally among them: however, if the receiving State is not one of the States responsible, its contribution shall be half that of each of the sending States.</p> <p>(iii) Where the damage was caused by the armed services of the Contracting Parties and it is not possible to attribute it specifically to one or more of those armed services, the amount awarded or adjudged shall be distributed equally among the Contracting Parties concerned: however, if the receiving State is not one of the States by whose armed services the damage was caused, its contribution shall be half that of each of the sending States concerned.</p> <p>(iv) very half-year, a statement of the sums paid by the receiving State in the course of the half-yearly period in respect of every case regarding which the proposed distribution on a percentage basis has been accepted, shall be sent to the sending States concerned, together with a request for reimbursement. Such reimbursement shall be made within the shortest possible time, in the currency of the receiving State.</p> <p>(sub-para.f) In cases where the application of the provisions of sub-paragraphs b. and e. of this paragraph would cause a Contracting Party serious hardship, it may request the North Atlantic Council to arrange a settlement of a different nature.</p>		
(c) Immunity of personnel on duty	<p>(sub-para.g) A member of a force or civilian component shall not be subject to any proceedings for the enforcement of any judgment given against him in the receiving State in a matter arising from the performance of his official duties.</p>		

	<p>(sub-para.h) Except in so far as sub-paragraph e. of this paragraph applies to claims covered by paragraph 2 of this Article, the provisions of this paragraph shall not apply to any claim arising out of or in connection with the navigation or operation of a ship or the loading, carriage, or discharge of a cargo, other than claims for death or personal injury to which paragraph 4 of this Article does not apply.</p>		
(d) Damages caused by out-of-duty personnel	<p>(para. 6) Claims against members of a force or civilian component arising out of tortious acts or omissions in the receiving State not done in the performance of official duty shall be dealt with in the following manner:</p> <p>a) The authorities of the receiving State shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all the circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.</p> <p>b) The report shall be delivered to the authorities of the sending State, who shall then decide without delay whether they will offer an ex gratia payment, and if so, of what amount.</p> <p>c) If an offer of ex gratia payment is made, and accepted by the claimant in full satisfaction of his claim, the authorities of the sending State shall make the payment themselves and inform the authorities of the receiving State of their decision and of the sum paid.</p> <p>d) Nothing in this paragraph shall affect the jurisdiction of the courts of the receiving State to entertain an action against a member of a force or of a civilian component unless and until there has been payment in full satisfaction of the claim.</p> <p>(para. 7) Claims arising out of the unauthorized use of any vehicle of the armed services of a sending State shall be dealt with in accordance with paragraph 6 of this Article, except in so far as the force or civilian component is legally responsible.</p>		

(e) Judgement of official duty	(para. 8) If a dispute arises as to whether a tortious act or omission of a member of a force or civilian component was done in the performance of official duty or as to whether the use of any vehicle of the armed services of a sending State was unauthorized, the question shall be submitted to an arbitrator appointed in accordance with paragraph 2 b. of this Article, whose decision on this point shall be final and conclusive.	<b>Art. 41 [Damage claims]</b> (summary of para. 11-a) Where it is not possible to establish which of them the loss or damage is attributable, the force shall furnish a certificate concerning the questions dealt with in para. 8, Art. VIII of NATO SOFA . It shall review such certificate, at the request of ARs or German court when each of them considers that circumstances exist which would lead to an inference different from that contained therein.  (summary of para. 11-b) If a difference of opinion remains that cannot be resolved in further discussions between the two parties at higher level, the procedure provided in para. 8 of Art. VIII of NATO SOFA shall be followed. (para. 11-c) The ARs or courts shall make their decisions in conformity with the certificate or the decision of the arbitrator respectively.	
(f) Civil jurisdiction by the AR	(para. 9) The sending State shall not claim immunity from the jurisdiction of the courts of the receiving State for members of a force or civilian component in respect of the civil jurisdiction of the courts of the receiving State except to the extent provided in paragraph 5 g. of this Article.  (para. 10) The authorities of the sending State and of the receiving State shall co-operate in the procurement of evidence for a fair hearing and disposal of claims in regard to which the Contracting Parties are concerned.		
(g) Other general issues			
<b>13 Logistic support</b>			
(a) Private consumption	<b>Art. IX: [Goods and Services]</b> (para.1) Members of a force or of a civilian component and their dependents may purchase locally goods necessary for their own consumption, and such services as they need, under the same conditions as the nationals of the receiving State.	<b>Art. 47, 61, 62, 63, and 64 cover the field of logistic</b>	

(b) Military consumption and utility services	(para. 2) Goods which are required from local sources for the subsistence of a force or civilian component shall normally be purchased through the authorities which purchase such goods for the armed services of the receiving State. In order to avoid such purchases having any adverse effect on the economy of the receiving State, the competent authorities of that State shall indicate, when necessary, any articles the purchase of which should be restricted or forbidden.	<p><b>Art. 47 [Procurement of Goods and Services]</b></p> <p>(para. 1) Germany shall accord to a force or a civilian component treatment in the matter of procurement of goods and services not less favorable than is accorded to the GAFs.</p> <p>(para. 2) Having regard to any measures which may become necessary under the second sentence of para. 2 of Art. IX of the NATO SOFA, the AFs or ACCs shall, on request, inform the ARs of their requirements for defined categories of supplies.</p> <p>(para. 3) A force or a civilian component may procure goods and services which they need either direct, or, after prior agreement, through the appropriate ARs. The execution of transport services shall be governed by Art. 57 of the SA.</p> <p>(para. 4) refers to the procedure of direct procurement.</p> <p>(para. 5) refers to the procedure of the procurement through ARs.</p>	
(c) Free services		<p><b>Art. 62 [Requisitioning procedure on behalf of a force]</b></p> <p>(summary of para. 1) (a) The proceedings shall be instituted by the German authorities to be determined in consultation with the authorities of the force or of the civilian component. (b) The ARs shall undertake the exercise of the rights and the fulfillment of the obligations arising out of the position of the force or the civilian component as recipients of goods, services and facilities. The representing ARs shall consent to liable person or AF or ACC in matters concerning the amount of compensation. (c) Lawsuits on behalf of, or against, the force or the civilian component arising out of their position as recipients of goods, services and facilities shall be instituted or defended by the Federal Republic in its own name.</p> <p>(para. 2) The provisions of para. 1 of this Art. shall not apply in respect of the Restricted Areas Law and the Land Procurement Law.</p>	
		<p><b>Art. 63 [Services rendered free of charge to a force or a civilian component]</b></p> <p>(para. 1) If and to the extent that it is provided in para. 2 to 7 of this Art., no payment shall be made for property or services used by a force for its own purposes or for the purposes of a civilian component or rendered to it for such purposes.</p>	

(para. 2) Public roads, highways, and bridges may be used free of charge by a force or by a civilian component.

(para. 3) A force or a civilian component shall enjoy free of charge administrative services and assistance, including the services of the German police, public health, and fire protection, as well as meteorological, topographical, and cartographical services to at least the same extent as the GAFs. The same shall apply to the use of navigable waters.

(summary of para. 4-a to d)

(a) Property legally owned by the Federation (excepting the German Federal Railways or Federal Post) or which has been or will be procured or constructed from funds of the Occupation Costs and Mandatory Expenditures or Support Costs budgets, may be used free of charge by a force or a civilian component.

(b) sending State to which property legally owned by a Land has been or will be made available for use is relieved from the liability for any possible compensation that may be due to the Land under German law.

(c ) Rental for the use of property not falling under para. (a) or (b) and which has been or will be reconstructed with funds made available by Germany or with a sending State's own funds shall be reduced in the proportion which the cost of reconstruction bears to the total value of the property.

(d) Free use of the property set forth in (a) to (c ) shall not extend to (i) cost of repairs and maintenance; (ii) current public charges on property to the extent that the Federation is obliged under German law to pay or reimburse such charges; (iii) other operating costs.

(summary of protocol para. 2 Re para. 2, 3, and 4) Free use of property and services in accordance with para. 2 and 3 and sub-para. (a) and (b) of para. 4 of Art. 63 may be officially made available to the DPs of MFs or MCCs in the same way as they may be officially made available to such members themselves.

(protocol para. 6 Re para. 4-a and b) Property within the meaning of sub-para (a) and (b) of para. 4 of Art. 63 may be transferred by a force or a civilian component to another force or another civilian component only with the consent of the ARs.

(summary of protocol para. 8-a and b Re sub-para.d of para. 4)  
Detailed list of other items which accompany operating cost.

(protocol para. 8*bis* -a Re sub-para.d of para. 4) Other operating costs within the meaning of sub-para. (d) of para. 4 of Art. 63 include running costs of necessary measures within accommodation to prevent physical environmental damage.

(summary of protocol para. 8*bis* -b) A force or a civilian component shall bear costs arising in connection with the assessment, evaluation and remedying of hazardous substance contamination caused by it and that exceeds then-applicable legal standards. These costs shall be determined pursuant to German law as applied in accordance with SA (Art. 41, 52, and 53)

(summary of protocol para. 8*bis* -c) In the event of differences over the applicability of this para, the AFs or ACCs shall consult with the ARs; if necessary, they may conclude separate agreements pursuant to para. 1 of this Section.

(summary of protocol para. 10 Re para. 4-d) The arrangement set forth in sub-para. (d) of para. 4 of Art. 63 and in para. 8 of this Section shall not exclude negotiations between the AFs and the local ARs with a view to obtaining exemption from fees where such services are performed by the force itself.

(summary of protocol para. 11 Re para. 4-d) The expression "cost of repairs and maintenance" (of accommodation) contained in item (i) of sub-para. (d) of para. 4 of Art. 63 shall mean costs arising from the repair and maintenance work referred to in para. 4 of Article 48 and in para. 6 of the Section of the Protocol referring to that Art.

(summary of para. 5-a to c)

(a) The sending State shall not bear (i) compensation payable under the Land Procurement Law with the exception of (aa) compensation for anticipatory possession and (bb) compensation for the use of accommodation made available to the force or the civilian component and not legally owned by the Federation or by a Land; (ii) compensation for restricted areas payable under German law to the Lander, if prejudice arises from only the restriction of economic use or other exploitation of the property.

(protocol para. 12 Re para. 5-a-(i)) Compensation payable under the Land Procurement Law includes the payments to be made in the case of procurement by free negotiation, in particular, the purchase price and rental.

(b) Where in consequence of the procurement of land for a force or a civilian component other costs arise for the Federation, negotiations on each case shall take place between the ARs and AFs, taking into account all relevant factors.

(c) Where in cases in which restricted areas have been provided at the instance of a force, the ARs and AFs may enter into negotiations concerning apportionment of the compensation taking into account all relevant factors.

(summary of para. 6-a to c)

(a) If the expenditure arising out of any kind of construction works of a force or a civilian component, or in connection with such works, the sending State shall not be liable for expenditure incurred in evacuating land.



(b) f installations and facilities serving transportation and telecommunications, electricity, gas and water supply, or sewage, disposal, which are established, modified, reinforced, or extended at the instance of the AFs or ACCs serve also to satisfy German needs, the expenditure, including the cost of repair and maintenance shall be apportioned by the agreement between the ARs and AFs.

(c ) If in consequence of land procurement for a force or a civilian component, or as a result of construction works for the benefit of a force or of a civilian component, installations and facilities serving the same items defined in sub-para. (b) require re-routing or replacing either because they are no longer available for public use or it can be shown that it is no longer practicable so to use them, the sending State shall bear expenditure which arises only to the extent that the hitherto prevailing standard is not exceeded.

(summary of para. 7-a and b) (a) If military or other aircraft used by a force are permanently accommodated on civil airfields of non-exclusive use of the force, payment which varies from the fees valid under German regulations may be agreed upon for the jointly used installations and facilities. Such payment may by arrangement be in services or in kind. (b) Emergency landings made by military or other aircraft used by a force shall be exempt from fees.

(summary of protocol para. 1 Re Art. 63) Agreement on financial matters may not be excluded in the future.

(protocol para. 3 Re Art. 63) Services rendered by the GAFs in the meteorological, topographical, and cartographical fields shall be reserved to special arrangements.

(protocol para. 4 Re Art. 63) Property legally owned by the Federation or by a Land shall not be deemed to include property owned by other juristic persons even though their shares are held by the Federation or by a Land.

		<p>(summary of protocol para. 5 Re Art. 63) Germany is prepared to agree, in individual cases, that certain property owned by juristic persons whose shares are held by the Federation or by a Land shall be made available to a force or to a civilian component for use without any obligation on their part to pay rental therefor.</p> <p>(summary of protocol para. 7-a and b) (a) If it is so agreed between the ARs and the AFs, payment shall be made for the use of property acquired by the Federation after the entry into force of the SA for purposes other than defense.</p> <p>(b) If it is so agreed between the ARs and the AFs, the sending State shall not be relieved from liability for any possible claims which may be due to a Land under German law in respect of the use of property acquired by the Land after the entry into force of the SA for purposes other than defense.</p> <p>(summary of protocol para. 9) Necessary arrangements shall be made to make sure that there is no duplication of payment for the same service with regard to public charges.</p>	
(Free services for MFs and MCCs)		<p><b>Art. 64 [Services rendered free of charge to MFs and MCCs]</b> Administrative services and assistance, including the services of the German police, public health, and fire protection services, meteorological, topographical, and cartographical services, and other public services as well as public facilities, shall be made available without charge to the MFs or MCCs or DPs. The same shall apply to the use of public roads, highways, and bridges, and of navigable waters.</p>	
(d) Travelling facilities and fares	(para. 6) The receiving State shall give the most favourable consideration to requests for the grant to members of a force or of a civilian component of travelling facilities and concessions with regard to fares. These facilities and concessions will be the subject of special arrangements to be made between the Governments concerned.		

(e) Payment (for goods and services)	(para. 7) Subject to any general or particular financial arrangements between the Contracting Parties, payment in local currency for goods, accommodation and services furnished under paragraphs, 2, 3, 4 and, if necessary, 5 and 6, of this Article shall be made promptly by the authorities of the force.		
(f) Tax exemption for logistics	See <b>Art. XI [Customs]</b> below.	<b>Art. 61 [Prices of deliveries and services]</b> (summary of para. 1) Subject to the effects of the tax and customs exemptions provided in the NATO SOFA or other agreements, the prices of deliveries and services to a force or a civilian component shall correspond to the current price levels in Germany. Subsidies for the interest of German consumer cannot be claimed by a force or a civilian component unless these goods are intended for the use of German civilian employees with a force.  (summary of para. 2) The provisions of SA concerning wages, transportation and telecommunication tariffs shall not be affected by the provisions of para. (above)	
<b>14 Facilities and areas for the forces of a sending state</b>			
(a) The use of facilities and areas	<b>(Art. IX: para. 3)</b> Subject to agreements already in force or which may hereafter be made between the authorized representatives of the sending and receiving States, the authorities of the receiving State shall assume sole responsibility for making suitable arrangements to make  available to a force or a civilian component the buildings and grounds which it requires, as well as facilities and services connected therewith. These agreements and arrangements shall be, as far as possible, in accordance with the regulations governing the accommodation and billeting of similar personnel of the receiving State. In the absence of a specific contract to the contrary, the laws of the receiving State shall determine the rights and obligations arising out of the occupation or use of the buildings, grounds, facilities or services.	<b>Art. 48 [Accommodation]</b> (para. 1-a) The accommodation requirements of a force or of a civilian component shall be satisfied only in accordance with the NATO SOFA and the provisions of the SA.  (protocol para. 1-b Re para. 1-a of Art. 48) The procedure envisaged in sub-para (a) of para. 1 shall be applied when under the Restricted Areas Law or the Air Traffic Law, utilization contracts, toleration contracts or similar contracts are concluded in the interests of a force, or when agreements are concluded on the amount of compensation payable in respect of restricted areas.	

(summary of para. 1-b) The accommodation requirements of a force or of a civilian component shall be notified to the ARs in the form of periodic programs. Outside such programs, the AFs shall notify accommodation requirements only in cases of urgency. Such notifications shall contain detailed specifications including the general area, size, proposed utilization, foreseeable duration of the requirement and the dates by which the accommodation shall be made available.

(summary of para. 1-c) Agreements shall be concluded between the AFs or ACCs and the ARs on the satisfaction of accommodation requirements. Such agreements shall also cover access to accommodation (roads, railways, or waterways) and, where appropriate, the costs referred to in sub-para. (b) of para. 5 of Art. 63. The measures to be taken in accordance with such agreements shall be carried out by the ARs.

(summary of protocol para. 1-a Re para. 1-c of Art. 48)  
Where in implementation of para. 1-c, utilization contracts, toleration contracts or similar contracts are concluded, the ARs shall agree upon the amount of compensation in consultation with the AFs or ACCs, except insofar as such compensation is to be borne by the Federal Republic. The same shall apply where a unit of accommodation is requisitioned under the Land Procurement Law in respect of anticipatory possession or any other compensation.

(summary of para. 1-d) The ARs shall, when requested, name the enterprises which are responsible for supplying a force or a civilian component with water, gas, electricity, or for sewage disposal, and with whom contracts could be concluded. If the requirements of the force or of the civilian component cannot be satisfied by the contractors, the agreement on the satisfaction of these requirements shall be concluded between the ARs and the AFs or ACCs. The ARs shall take appropriate measures to ensure the implementation of this agreement.

(summary of para. 2) Germany shall ensure that accommodation made available to a force or a civilian component for its use and which is still in its possession upon the entry into force of SA shall remain available to the force or the civilian component until such time to be released under sub-para. (a) and (b) of para. 5 of this Art. This shall not apply to accommodation allocated for public transport or its supply facilities or for postal services or telecommunications; such accommodation shall be released insofar as it has not been otherwise agreed between the ARs and the AFs.

(summary of para. 3-a and b) (a) Agreements shall be concluded in writing in respect of the accommodation to be made available to a force or a civilian component pursuant to para. 1 of this Art.; such agreements shall contain data concerning size, type, location, condition and equipment of the accommodation, as well as details concerning its use. The accommodation shall be made available exclusively to the requiring force or civilian component insofar as it is not otherwise agreed.

(b) Sub-para. (a) of this para. shall apply *mutatis mutandis* to accommodation which remains available to a force or a civilian component pursuant to para. 2 of this Art.

(summary of protocol para. 4 Re para. 3-a of Art. 48)

The details with regard to the use of accommodation referred to in the first sentence of sub-para. (a) of para. 3 of Art. 48 shall be taken to mean, in particular, duration of availability, utilization, responsibility for repairs, maintenance, and traffic safety measures, as well as any financial arrangements which may be necessary within the framework of NATO SOFA and SA.

(summary of protocol para. 5-a and b Re para. 3-b of Art. 48) (a) The data on the equipment of the accommodation legally owned by the Federation or a Land - except accommodation of the German Federal Railways or German Federal Post - shall cover only those objects, the removal of which under Art. 50 requires the consent of, or prior notification to, the ARs. The state of preservation of accommodation shall, at the request of the AFs concerned, be expressed in general terms, such as "good", "moderate", or "bad". (b) Further procedural and technical details shall be governed by administrative agreement.

		<p>(summary of para. 4)) A force or a civilian component shall be responsible for carrying out such repairs and maintenance as are required to keep the accommodation made available to it in a proper state of preservation, unless the agreements concluded pursuant to sub-para. (a) of para. 3 of this Article provide otherwise.</p> <p>(protocol para. 6 Re para. 4 of Art. 48) The obligation under para. 4 of Art. 48 to carry out repair and maintenance shall not include the reconstruction of a building wholly or largely destroyed by act of God.</p>	
(b) The right to control facilities and areas (or the rights respecting installations)	Stipulated in Art IX: para (3) above.	<p><b>Art. 53 [Rights respecting installations]</b></p> <p>(summary of para. 1) Within accommodation made available for its exclusive use, a force or civilian component may take all the measures necessary for the satisfactory fulfillment of its defense responsibilities. German law shall apply to the use of such accommodation except as provided in SA and other international agreements, and as regards the organization, internal functioning and management of the force and its civilian component, the members thereof and their DPs, and other internal matters which have no foreseeable effect on the rights of third parties or on adjoining communities or the general public. The competent ARs and the AFs shall consult and cooperate to reconcile any differences that may arise.</p> <p>(para. 2) The first sentence of para. 1 of this Art. shall apply <i>mutatis mutandis</i> to measures taken in the air space above accommodation, provided that measures which might interfere with air traffic are taken only in coordination with the ARs.</p> <p>(summary of para. 2bis ) The use of major training areas, local training areas and local firing ranges by units brought to Germany for exercise and training purposes shall be subject to prior notification to the competent ARs for approval. (Detailed regulation on notification procedure)</p>	

(summary of para. 2<sup>ter</sup>) Further details of the use of training areas shall be covered by administrative agreements to be reached at the national level.

(para. 3) In carrying out the measures referred to in para. 1 of this Art., the force or the civilian component shall ensure that the German authorities are enabled to take, within the accommodation, such measures as are necessary to safeguard German interests.

(summary of para. 4) The ARs and the AFs or ACCs shall cooperate to ensure the smooth implementation of the measures referred to in para. 1, 2 and 3 of this Art.

(summary of para. 5) Where accommodation is used jointly by a force or a civilian component and the GAFs or German civilian agencies, the regulations required for such use shall be laid down in administrative agreements or in special agreements in which appropriate consideration shall be given to the position of Germany as receiving State as well as to the defense responsibilities of the force.

(summary of para. 6) In order to fulfill its defense responsibilities the ARs shall take appropriate measures to (a) establish restricted areas; and (b) supervise or restrict construction, cultivation and movement in the vicinity of accommodation made available to the force for its use.

(protocol para. 1 Re Art. 53) Unless otherwise provided, a force shall not be entitled to exploit for economic benefit accommodation made available for its use.

(protocol para. 1<sup>bis</sup> Re Art. 53) Measures necessary to meet national training standards of a force shall be among the measures referred to in the first sentence of para. 1 of Art. 53.

(protocol para. 2 Re Art. 53) Exploitation by the person entitled thereto shall be restricted only to the extent necessary to achieve the purpose stated in the first sentence of para. 1 of Art. 53.

(protocol para. 3 Re Art. 53) The term "restricted area" shall be interpreted in accordance with its meaning in German law. The term "appropriate measures" within the meaning of para. 6 of Art. 53 shall be construed to mean only such measures as can be taken by the ARs within their legal powers.

(protocol para. 4 Re Art. 53) Should German legislation implementing Art. 53 prove insufficient to ensure that the defense responsibilities of a force can be satisfactorily fulfilled, the ARs and the AFs shall discuss the desirability or necessity of seeking amendment to such legislation.

(summary of protocol para. 4bis -a to d Re Art. 53) (a)

The AFs shall give the competent ARs at federal, Land and local level all reasonable assistance necessary to safeguard German interests, including access to accommodation after prior notification, so that they can fulfill their official duties. The Federal ARs shall assist the AFs on request. In emergencies the AFs shall make immediate access possible without prior notification. The AFs shall decide in each case whether they will accompany the ARs.

(b) In all cases access shall be subject to considerations of military security, in particular of the inviolability of classified areas, equipment and documents.

(c ) The AFs and the ARs shall arrange access in way that neither the safeguarding of German interests nor military exercises which are in progress or about to start are unreasonably prejudiced.

(d) In case of no agreement, the competent higher authorities on both sides shall be seized of the matter.

(protocol para. 5 Re Art. 53) Enumeration of 15 field on which the ARs and AFs cooperate in accordance with Art. 53 and, if appropriate, in conjunction with Art. 53A. **(content of fields omitted)**

(summary of protocol para. 6 Re Art. 53) designates detailed procedures with regard to cooperation for the administration of accommodation based on representatives of ARs and AFs. **(content omitted)**



		(protocol para. 7 Re Art. 53) Where provisions of the SA or special NATO regulations prescribe for certain accommodation a different procedure for cooperation in the fields referred to in para. 5 of this section, such provisions or regulations shall prevail.	
(c ) Special permit and licenses in connection with use of facilities and areas (or installations)		<p><b>Art. 53A [Special permits and licenses in connection with use of installations]</b></p> <p>(para. 1) Where German law applies in connection with the use of accommodation covered by Art. 53 of SA, and requires that a special permit, license or other form of official permission be obtained; the ARs shall, in cooperation with the AFs and following consultation with them, submit the necessary applications and undertake the relevant administrative and legal procedures for the force.</p> <p>(para. 2) The provisions of para. 1 of this Art. shall also apply when the decision is contested by a third party, when measures or facilities are noticeable, and in cases where the proceedings are instituted <i>ex officio</i> , in particular to safeguard public safety and order, or at the instigation of a third party. In these instances Federal ARs acting for the force shall defend the interests of the force. If a permission applied for under para. 1 of this Art. is denied or is subsequently modified or rendered invalid in conformity with German law, the AFs and the ARs shall consult to develop alternative means of meeting the needs of the force consistent with the requirements of German law.</p> <p>(para. 3) The AFs shall act in strict conformity with the terms and requirements of a legally effective decision taken in accordance with para. 1 and 2 of this Art. They shall cooperate closely with ARs to ensure that this obligation is fulfilled. Such a decision shall not be subject to enforcement.</p>	
(d) Construction		<b>Art. 49 [Construction]</b> designates the detailed procedures relating to construction necessary to cover the requirement of a force in accordance with German law. <b>(content omitted)</b>	

	(e) Transfer of fixtures		<b>Art. 50 [Transfer of fixtures]</b> designates the detailed procedures when transferring fixtures, fittings and furnishings which are owned by the Federation from one unit of accommodation to another. <b>(content omitted)</b>	
	Property procured with occupation or Support Cost Funds (This is not the item for comparison with other SOFAs)		<b>Art. 51 [Property procured from occupation costs, mandatory expenditures or support costs funds]</b> designates the procedure to deal with movable property procured from occupation costs, mandatory expenditures or support costs funds. <b>(content omitted)</b>	
<b>15 Return (or release) of the facilities and areas (or accommodation and land)</b>				
	(a) Return of facilities and areas	No specific provisions in NATO SOFA	<p><b>Art. 48 [Accommodation]</b> (summary of para. 5-a to 5-e) RE: Release of accommodation</p> <p>(a-i) The AFs or ACCs shall continually examine their requirements for accommodation, in order to ensure that the number and extent of the units of accommodation used by them are restricted to the minimum required. Furthermore, they shall at the request of the ARs examine their requirements in specific individual cases. Without prejudice to any special agreements as to periods of use, accommodation which is no longer needed or for which alternative accommodation satisfying the needs of the force or of the civilian component is made available, shall, after prior notification to the ARs, be released without delay.</p> <p>(a-ii) The provisions in item (i) of this sub-para. shall apply <i>mutatis mutandis</i> where a force or a civilian component no longer requires the whole of a unit of accommodation and where partial release is possible.</p> <p>(b) The AFs or the ACCs shall give due consideration to requests by the German authorities for the release of a particular unit of accommodation in cases where German (defense) interest in the use of such accommodation clearly predominates.</p>	

(c ) Accommodation made available after the entry into force of SA for a limited period of time shall be released on the expiry of such period of time provided such time limit was fixed in accordance with the information given by the AFs or ACCs at the time when their requirement for accommodation was notified; the period of use may be extended insofar as the owner or other entitled person agrees, or as requisitioning is permissible under German procurement legislation.

(d) Accommodation made available after the entry into force of SA, and in respect of which an expropriation authority has issued an anticipatory possession order under the Land Procurement Law, shall be released in the event of such possession order being rescinded.

(e) Articles which have been requisitioned together with accommodation and which are still within such accommodation shall be released at the same time as the accommodation, unless the owner otherwise agrees.

(protocol para. 2 Re Art. 48) With respect to para. 2 of Art. 48 and without prejudice to the arrangements set forth in sub-para. (a) and (b) of para. 5 of that Art., the ASs shall in special cases, at the request of the Federal Government, enter into negotiations for the release or exchange of accommodation which was in the possession of a force or a civilian component at noon on 5 May 1955, in order to take into account essential German civilian interests and in particular the exigencies of town and country planning, nature preservation, and farming and economic interests. The ASs shall in this give sympathetic consideration to requests by the Federal Government.

(summary of protocol para. 3 Re Art. 48) With respect to para. 2 and sub-para. (c) of para. 5 of Art. 48, protocol para. 3 refers to necessary procedures based on close contact between the ARs and AFs in order to avoid difficulties in cases in which the legal relationship with the owner or other entitled person ends.

		(protocol para. 7 Re para. 5-a of Art. 48) The negotiations which in application of sub-para. (a) of para. 5 of Art. 48 take place between the AFs and the ARs concerning the question of whether alternative accommodation offered by the Federal Republic satisfies the requirements of the force or the civilian component, shall extend, as far as necessary, to financial questions arising in this connection.	
(b) Residual Value		<p><b>Art. 52 [Residual Value]</b></p> <p>(summary of para. 1) .Where a sending State intends to release in whole or in part accommodation or other property legally owned by the Federation or a Land and made available to the force or to the civilian component, agreement shall be reached between the AFs or the ACCs and the ARs concerning the residual value, if any, remaining at the time of release in improvements which were financed by the sending State. The sending State shall be reimbursed by the Federal Republic for such agreed residual value. The first and second sentences of this paragraph shall also apply to equipment and supplies procured by the sending State.</p> <p>(summary of para. 2) Payment under para. 1 shall not be made to the extent that compensation for damage caused to accommodation or other property by the sending State is payable under Art. 41 of SA or would have been payable if the claim had not been waived or the sending State had not been relieved of liability for such claims under that Art.</p> <p>(summary of para. 3) A sending State shall not be required to remove improvements, articles of equipment, or supplies from accommodation or other property legally owned by the Federal Republic or by a Land. Where the accommodation or other property is legally owned by a Land, the Federal Republic shall relieve the sending State from the liability for any possible claim that may be due to the Land under German law by reason of such non-removal.</p>	

		<p>(summary of para. 4) A. sending State shall not assert any claim in respect of the residual value of improvements to property of the kind referred to in para. 1 of this Art. or in respect of improvements to property made available to the force and owned by juristic persons in which the Federation or a Land financially participates, if the improvements have been financed out of funds made available to the sending State by the Federation or a Land. This shall not affect the setting off of the residual value of such improvements against compensation for damage caused during the period of use of such property by the force or the civilian component or during the removal of such improvements.</p> <p>(protocol Re Art. 52) In reaching agreement on residual value, the ARs shall base their position on the military or economic use which the relinquished improvements, equipment, or supplies have for these authorities themselves, or on the net proceeds of sale, if any.</p>	
<b>16 Maneuvers and Training</b>			
	No Provisions in NATO SOFA.	<p><b>Art. 45 [Maneuvers and other Training Exercises]</b>  (summary of para. 1) A force shall on the basis of this Art., subject to the approval of the Federal Minister of Defense, have the right to conduct maneuvers and other training exercises outside such accommodation.... The conduct of or participation in maneuvers and other training exercises in accordance with this Art. by elements of the force which come to Germany for this purpose shall require the approval of the competent ARs.</p> <p>(summary of para. 2) The conduct of maneuvers and other training exercises, in accordance with para. 1 of this Art., shall be governed by the relevant provisions of German law.</p>	
		<p><b>Art. 46 [Air Maneuvers and other Air Exercises]</b>  (summary of para. 1) A force shall have, on the basis of this Art., subject to the approval of the competent ARs, the right to conduct maneuvers and other training exercises in the air space of Germany.</p>	

		<p>(summary of para. 2) Thq conduct of maneuvers and other training exercises, in accordance with para. 1 of this Art., shall be governed by German regulations which fall within the scope of the Standards and Recommended Practices of the International Civil Aviation Organization.</p> <p>(para. 3, 4, and 5) Deleted.</p> <p>(summary of para. 6) The provisions of Art. 45 shall be applicable to off-base landings as well as to parachute jumps or drops on to accommodation not made available to a force for its permanent use.</p>	
<b>17 Overall cost sharing</b>			
	No further specification in addition to Art IX: para (3).	No specific provisions in the SA.	
<b>18 Tax and customs exemption</b>			
(a) Tax	<p><b>Art. X: [Taxes]</b></p> <p>(para. 1) Where the legal incidence of any form of taxation in the receiving State depends upon residence or domicile, periods during which a member of a force or civilian component is in the territory of that State by reason solely of his being a member of such force or civilian component shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation. Members of a force or civilian component shall be exempt from taxation in the receiving State on the salary and emoluments paid to them as such members by the sending State or on any tangible movable property the presence of which in the receiving State is due solely to their temporary presence there.</p>	<p><b>Art. 67 [Tax treatment of a force or a civilian component]</b></p> <p>(para. 1) A force shall not be subject to taxation in respect of matters falling exclusively within the scope of its official activities nor in respect of property devoted to such activities. This shall, however, not apply in respect of taxes which may arise from commercial trading by the force in the German economy or in respect of property devoted to this purpose. Deliveries made and services rendered by the force to its MFs, MCCs and DPs shall not be regarded as commercial trading in the German economy.</p> <p>(summary of para. 2) Exemption from customs duties and other import and export duties on goods imported or exported by a force or civilian component shall be determined in accordance with Art. XI of the NATO SOFA and with Art. 65 of SA.</p>	

<p>(para. 2) Nothing in this Article shall prevent taxation of a member of a force or civilian component with respect to any profitable enterprise, other than his employment as such member, in which he may engage in the receiving State, and, except as regards his salary and emoluments and the tangible movable property referred to in paragraph 1, nothing in this Article shall prevent taxation to which, even if regarded as having his residence or domicile outside the territory of the receiving State, such a member is liable under the law of that State.</p> <p>(para. 3) Nothing in this Article shall apply to 'duty' as defined in paragraph 12 of Article XI.</p> <p>(para. 4) For the purposes of this Article the term 'member of a force' shall not include any person who is a national of the receiving State.</p>	<p>(summary of para. 3-a) (a) (i) The tax relief of items (ii) and (iv) of this sub-para. shall be granted when goods or services are procured by an official procurement agency of a force or a civilian component for the use of, or consumption by, the force, the civilian component, their members, or dependents. The tax relief shall be taken into account in calculating prices.</p> <p>(a) (ii) Deliveries and services to a force or a civilian component shall be exempt from turnover tax. This tax exemption shall not apply to the sale of undeveloped and developed land as well as to the construction of buildings if such transactions are for the private requirements of MFs, MCCs or DPs.</p> <p>(a) (iii) deleted</p>
<p><b>Art. IX: [Goods and Services]</b></p> <p>(para. 8) Neither a force, nor a CC, nor the members thereof, nor their DPs, shall by reason of this Art. enjoy any exemption from taxes or duties relating to purchases and services chargeable under the fiscal regulations of the receiving State.</p>	<p>(a) (iv) Goods delivered to a force or a civilian component from the free inland trade shall be granted tax relief provided by customs and excise legislation in the event of export.</p> <p>(para. 3-b) Sub-para. (a) of this para. shall apply equally when the ARs carry out procurement or construction works for a force or a civilian component.</p> <p>(para. 3-c) The relief referred to in sub-para. (a) and (b) of this para. shall be granted subject to furnishing proof to the appropriate ARs that the requirements for such grant are fulfilled. The form of furnishing proof shall be established by agreement between the ARs and the AS concerned.</p> <p>(para. 4) The special arrangements provided in para. 11 of Art. XI of the NATO SOFA for fuel, oil and lubricants shall be made in conformity with sub-para (b) of para. 1 of Art. 65 of SA and with para. 3 of this Art.</p>
	<p><b>Art. 68 [Tax treatment of MFs, MCCs and DPs]</b></p> <p>(para. 1) MFs or MCCs and DPs shall not be deprived of any tax benefits which they enjoy by virtue of any international agreement with Germany.</p>

(summary of para. 2) The insurance tax is to be paid in those cases where the insurance premium is paid to an inland insurer or an authorized inland representative of a foreign insurer except direct payment to a foreign insurer. With respect to insurance for private motor vehicles of MFs, MCCs or DPs, payment of the insurance tax is also not required where in individual cases the insurance premium, which is payable directly to the foreign insurer, is exceptionally paid to the authorized inland representative of such foreign insurer.

(para. 3) The fact that no residence is established in the Federal territory in accordance with para. 1 of Art. X of the NATO SOFA shall not mean that MFs or MCCs and DPs are to be regarded as foreign purchasers within the meaning of the turnover tax legislation.

(para. 4) DPs shall be treated for the purposes of Art. X of the NATO SOFA in the same manner as MFs or MCCs.

**Protocol Re Art. 68**

(summary of para 1-a) If a new German tax, which is (newly) created after the entry into force of the SA, is applicable to MFs or MCCs or DPs under the provisions of the NATO SOFA and the SA and is directly payable by them in accordance with German tax legislation, the Federal Government shall, upon request, carefully examine whether and to what extent such tax is to be paid by such persons. In this, the Federal Government shall, in particular, be guided by the endeavor to avoid any burdens on MFs or MCCs or DPs that appear unjustified in the light of the purpose and the special conditions of their presence in Germany.

(para. 1-b) The same procedure shall apply if any tax existing at the time of the entry into force of the SA but not contained in the list set forth in para. 2 of this Section is applicable to MFs or MCCs or DPs under the provision of the NATO SOFA and the SA and is directly payable by them in accordance with German tax legislation.



(para. 1-c) The list set forth in para. 2 of this Section specifies existing Federal and Land taxes and all other taxes known to the Federal Government at the time of the entry into force of the SA that are applicable to MFs or MCCs or DPs under the provisions of the NATO SOFA and the SA and are directly payable by them in accordance with German tax legislation. In general, the list does not include the indirect taxes which might be reflected in the price of goods and services and from which MFs or MCCs or DPs are not exempted.

(para. 1-d) Tax relief for members of the GAFs and their DPs does not exist under present German law and such relief is not envisaged for the future. Should such tax relief, however, be granted, the Federal Government shall endeavor to extend its application to MFs, MCCs and DPs.

(summary of para. 2) List of German Taxes

(a) Taxes on Income: Tax is imposed only on internal income, i.e., in general, income earned within Germany, except income paid to MFs or MCCs by the sending State in their capacity as such members.

(b) Taxes on Property or on Ownership of Property: Tax is imposed only with respect to internal property, i.e., in general, property within Germany, except movable property for no reason other than that the MF or MCC or DP is temporarily present in Germany.

(c) Tax on Inheritance and Gifts: Tax is imposed only on internal property (within the meaning of sub-para. (b) of this para.), except movable property which is in Germany for no reason other than that the MF or MCC or DP is temporarily present in Germany, or on the usufruct value of such property acquired by way of inheritance or gift. If the deceased at the time of his death, or the donor at the time the gift was made, had their domicile or habitual residence (within the meaning of the tax laws) in Germany, the tax will be assessed on the basis of the total value of the inheritance or gift.

		<p>(d) Transfer and Traffic Taxes: As regards insurance tax, those insurers and authorized representatives shall be deemed to be inland insurers and authorized inland representatives within the meaning of para. 2 of Art. 68 who have their domicile or seat or head office in Germany.</p> <p>The vehicle tax for private passenger vehicles shall only be levied on motor vehicles bearing German registration numbers.</p> <p>(e) Levies within the scope of "Equalization of Burdens"</p> <p>(f) Taxes on Hunting, Shooting and Fishing</p> <p>(g) usiness Taxes: The taxes are imposed where MFs or MCCs, outside their activities as MFs or MCCs, act as enterprisers within the Federal territory. The concept of "enterpriser" covers the independent exercise of commercial or professional activities, i.e., any continuous activity designed to realize proceeds, even if the intention to gain profit is absent. The concept of "turnover" covers internal deliveries and services rendered within the Federal territory by an enterpriser against remuneration within the framework of his enterprise.</p>	
(b) Customs	<p><b>Art. XI: [Customs]</b></p> <p>(para. 1) 1. Save as provided expressly to the contrary in this Agreement, members of a force and of a civilian component as well as their dependents shall be subject to the laws and regulations administered by the customs authorities of the receiving State. In particular the customs authorities of the receiving State shall have the right, under the general conditions laid down by the laws and regulations of the receiving State, to search members of a force or civilian component and their dependents and to examine their luggage and vehicles, and to seize articles pursuant to such laws and regulations.</p>	<p><b>Art. 65 [Customs treatment of a force or of a civilian component]</b></p> <p>(para. 1-a) The relief from customs duties referred to in para. 4 of Art. XI of the NATO SOFA shall be granted not only in respect of goods which at the time of their importation are the property of a force or a civilian component, but also in respect of goods delivered to a force or a civilian component in fulfillment of contract concluded by the force or the civilian component directly with a person or persons not domiciled in the Federal Republic or Berlin (West). Such relief shall apply irrespective of whether such goods are carried in transport of the force or the civilian component or by commercial transport.</p>	

<p>(para. 2) a. The temporary importation and the re-exportation of service vehicles of a force or civilian component under their own power shall be authorized free of duty on presentation of a triptyque in the form shown in the Appendix to this Agreement.</p> <p>(para. 2) b. The temporary importation of such vehicles not under their own power shall be governed by paragraph 4 of this Article and the re-exportation thereof by paragraph 8.</p> <p>(para. 2) c. Service vehicles of a force or civilian component shall be exempt from any tax payable in respect of the use of vehicles on the roads.</p>	<p>(summary of para. 1-b) Customs duties and excise taxes, including the Turnover Equalization Tax, shall not be levied in respect of imported goods which are withdrawn from customs-free areas or from continuous customs control for delivery to a force or a civilian component under contracts which an official procurement agency of the force or of the civilian component has concluded with a person or persons domiciled in the Federal Republic or in Berlin (West)...(sentences related to payment currency omitted)</p>
<p>(para. 3) Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with paragraph 2 b. of Article III. This movement order shall show the number of despatches carried and certify that they contain only official documents.</p>	<p>(summary of para. 2) The relief referred to in para. 1 of this Art. shall apply equally to goods imported or acquired by a force or a civilian component for disposal to their members or to DPs for their private use or consumption. Except where in specific cases it is otherwise agreed, disposal should be made only through specified services of the force or the civilian component or through organizations serving them, the names of which shall be notified to the Federal Government.</p>
<p>(para. 4) A force may import free of duty the equipment for the force and reasonable quantities of provisions, supplies and other goods for the exclusive use of the force and, in cases where such use is permitted by the receiving State, its civilian component and dependents. This duty-free importation shall be subject to the deposit, at the customs office for the place of entry, together with such customs documents as shall be agreed, of a certificate in a form agreed between the receiving State and the sending State signed by a person authorized by the sending State for that purpose. The designation of the person authorised to sign the certificates as well as specimens of the signatures and stamps to be used, shall be sent to the customs administration of the receiving State.</p>	<p>(summary of para. 3) A force or a civilian component shall be permitted to dispose of goods in the Federal territory to persons other than MFs or MCCs or DPs in accordance with agreements to be concluded with the ARs. The fulfillment of the obligations under German customs legislation arising from the disposal of the goods shall be the responsibility of the person acquiring such goods. The force or the civilian component shall permit removal of the goods only based on a certificate from the German customs authority concerned to the effect that he has settled all relevant matters.</p>
<p>(para. 5) A member of a force or civilian component may, at the time of his first arrival to take up service in the receiving State or at the time of the first arrival of any dependent to join him, import his personal effects and furniture free of duty for the term of such service.</p>	<p>(para. 4) A force and the competent ARs shall take all appropriate measures to ensure the smooth and rapid clearing of imports and exports of the force and the civilian component by the German customs authorities.</p>

<p>(para. 6) Members of a force or civilian component may import temporarily free of duty their private motor vehicles for the personal use of themselves and their dependents. There is no obligation under this Article to grant exemption from taxes payable in respect of the use of roads by private vehicles.</p> <p>(para. 7) Imports made by the authorities of a force other than for the exclusive use of that force and its civilian component, and imports, other than those dealt with in paragraphs 5 and 6 of this Article, effected by members of a force or civilian component are not, by reason of this Article, entitled to any exemption from duty or other conditions.</p>	<p>(summary of para. 5) Principles of examination:</p> <p>(a) subject to the provisions of para. 3 of Art. XI of the NATO SOFA and subject to the provisions of sub-paras (b), (c) and (d) of this para., consignments of a force or of a civilian component may be examined by the German customs authorities as to the number, type, marking and weight of the individual packages.</p> <p>(b) i) (ii), (c) and (d) refer to detailed procedure of examination. (content omitted)</p> <p>(summary of para. 6) Export of goods acquired in Germany by a force or a civilian component shall be subject to the deposit at the customs office of a certificate similar to that referred to in para. 4 of Art. XI of the NATO SOFA, except insofar as within the scope of para. 10 of that Art. such certificate will be dispensed with.</p>	
<p>(para. 8) Goods which have been imported duty-free under paragraphs 2 b., 4, 5 or 6 above:</p> <p>a.) May be re-exported freely, provided that, in the case of goods imported under paragraph 4, a certificate, issued in accordance with that paragraph, is presented to the customs office: the customs authorities, however, may verify that goods re-exported are as described in the certificate, if any, and have in fact been imported under the conditions of paragraphs 2 b., 4, 5 or 6 as the case may be;</p> <p>b.) shall not normally be disposed of in the receiving State by way of either sale or gift: however, in particular cases such disposal may be authorized on conditions imposed by the authorities concerned of the receiving State (for instance, on payment of duty and tax and compliance with the requirements of the controls of trade and exchange).</p>	<p><b>Art. 66 [Customs treatment of MFs, MCCs, and DPs]</b></p> <p>(para. 1) The MFs or MCCs and DPs may, in addition to their personal effects and furniture and their private motor vehicles, import other goods intended for their personal or domestic use or consumption free of duty or any other import tax. This privilege shall apply not only to goods which are the property of such persons but also to goods sent to them by way of gift or delivered to them in fulfillment of contracts directly concluded with a person or persons not domiciled in the Federal Republic or Berlin (West).</p> <p>(para. 2) In the case of certain goods designated by the competent ARs which are peculiarly the subject of customs contraventions, the privilege set forth in para. 1 of this Art. shall apply only if such goods are imported personally by MFs, MCCs or DPs in their accompanying baggage and in quantities fixed by the competent ARs in agreement with the AFs.</p>	

<p>(para. 9) Goods purchased in the receiving State shall be exported therefrom only in accordance with the regulations in force in the receiving State. (para. 10) Special arrangements for crossing frontiers shall be granted by the customs authorities to regularly constituted units or formations, provided that the customs authorities concerned have been duly notified in advance. (para. 11) Special arrangements shall be made by the receiving State so that fuel, oil and lubricants for use in service vehicles, aircraft and vessels of a force or civilian component, may be delivered free of all duties and taxes.</p> <p>(para. 12) In paragraphs 1-10 of this Article: 'duty' means customs duties and all other duties and taxes payable on importation or exportation, as the case may be, except dues and taxes which are no more than charges for services rendered; 'importation' includes withdrawal from customs warehouses or continuous customs custody, provided that the goods concerned have not been grown, produced or manufactured in the receiving State.</p> <p>(para. 13) The provisions of this Article shall apply to the goods concerned not only when they are imported into or exported from the receiving State but also when they are in transit through the territory of a Contracting Party, and for this purpose the expression 'receiving State' in this Article shall be regarded as including any Contracting Party through whose territory the goods are passing in transit.</p>	<p>(summary of para. 3) In doubtful cases the German customs officials shall be entitled to require a document to be produced certifying that the imported goods are intended for the personal or domestic use or consumption of the person importing them (except goods referred in para. 2). Such certificates shall be issued only by a limited number of officials, who have been specially designated for this purpose by the AFs and whose names and specimen signatures have been notified to the ARs.</p> <p>(para. 4) Disposal of goods imported duty-free or acquired under tax-relief shall be permitted among MFs, MCCs, and DPs. Unless exceptions have been generally authorized by the ARs, disposal to other persons shall be permitted only after notification to, and approval of, the ARs.</p> <p>(para. 5-a) The customs control of goods sent through the postal or freight services of a force, by or to the MFs, MCCs or DPs, shall be exercised by the German customs authorities at places designated by agreement between those authorities and the competent AFs. The customs inspection shall take place in the presence of representatives of the AFs.</p>
<p><b>Art. XII: [Conditions for customs or fiscal exemptions]</b></p> <p>(para. 1) The customs or fiscal authorities of the receiving State may, as a condition of the grant of any customs or fiscal exemption or concession provided for in this Agreement, require such conditions to be observed as they may deem necessary to prevent abuse.</p>	<p>(summary of para. 5-b) If, (in implementing Art. 69) it becomes necessary to carry out in post offices of a force inspection of letters and postal packets sent by or to MFs, MCCs or DPs, the sender or the receiver or an authorized representative of either must be present when such letters and packets are opened. The extent of these inspections and the manner in which they shall be carried out shall be agreed between the AFs and ARs.</p>

	<p>(para.2) These authorities may refuse any exemption provided for by this Agreement in respect of the importation into the receiving State of articles grown, produced or manufactured in that State which have been exported therefrom without payment of, or upon repayment of, taxes or duties which would have been chargeable but for such exportation. Goods removed from a customs warehouse shall be deemed to be imported if they were regarded as having been exported by reason of being deposited in the warehouse.</p>	<p>(para. 6) MFs, or MCCs, or DPs may re-export free of exit dues goods brought by them into Germany. They may also, without being subject to economic export prohibitions or limitations and exit dues, export, in quantities consistent with their economic standing, goods which they and which are not intended for trade. In doubtful cases the German customs authorities shall be entitled to require a document to be produced certifying that these conditions are fulfilled. This document shall be issued in accordance with the provisions of the last sentence of para. 3 of this Art.</p>	
	<p><b>Art. XIII [Assistance of customs and fiscal authorities]</b>          (para. 1) In order to prevent offences against customs and fiscal laws regulations, the authorities of the receiving and of the sending States shall assist each other in the conduct of enquiries and the collection of evidence.          (para. 2) The authorities of a force shall render all assistance within their power to ensure that articles liable to seizure by, or on behalf of, the customs or fiscal authorities of the receiving State are handed to those authorities.          (para. 3) The authorities of a force shall render all assistance within their power to ensure the payment of duties, taxes and penalties payable by members of the force or civilian component or their dependents.          (para. 4) Service vehicles and articles belonging to a force or to its civilian component, and not to a member of such force or civilian component, seized by the authorities of the receiving State in connection with an offence against its customs or fiscal laws or regulations shall be handed over to the appropriate authorities of the force concerned.</p>	<p>(para. 7) When a customs control of MFs, MCCs, or DPs takes place at a customs office at which frontier liaison officials of a force are stationed, the German customs officials shall call in such officials if contraventions are discovered or if difficulties arise in connection with the inspections.</p>	
		<p><b>Art. 74 [Prevention of abuses]</b>          (para. 1) Articles XII and XIII of the NATO SOFA apply equally to the provisions relating to the fields of customs and taxes contained in the SA.          (summary of para. 2) The AFs and ACCs shall take all appropriate measures to prevent abuses which might result from the granting of benefits and exemptions in the fields of customs and taxes.          (summary of para. 3) Details shall be agreed by administrative agreements.          (summary of para. 4) The AFs or ACCs, at the request of the ARs, shall provide such information as they may be reasonably expected to furnish and which is necessary to determine the tax liability of persons or enterprises which are subject to taxation.</p>	
<b>19 Foreign exchange controls</b>			
(a) Foreign exchange controls	<b>Art. XIV: [Foreign exchange regulations]</b>	<b>Art. 69 [Currency and foreign exchange]</b>	

(b) Military payment certificates or military scrip	<p>(para. 1) A force, a civilian component and the members thereof, as well as their dependents, shall remain subject to the foreign exchange regulations of the sending State and shall also be subject to the regulations of the receiving State.</p> <p>(para. 2) b. The foreign exchange authorities of the sending and the receiving States may issue special regulations applicable to a force or civilian component or the members thereof as well as to their dependents.</p>	<p>(para. 1) The right of AFs or ACCs, MFs, MCCs or DPs to import, export and possess the currency of the Federal Republic and instruments denominated in such currency in accordance with Article XIV of the NATO SOFA shall remain unaffected by the provisions of paras 2, 3 and 4 of this Art.</p> <p>(para. 2) The AFs or ACCs shall have the right to import, export and possess currency, other than that of the Federal Republic, instruments denominated in any such currency and military scrip denominated in the currency of any sending State.</p>	
		<p>(para. 3) The AFs or ACCs may distribute to the MFs, MCCs and DPs (a) currency of, and instruments denominated in the currency of, (i) the Federal Republic, (ii) the sending State, (iii) any other State, to the extent required for the purpose of authorized travel, including travel on leave; (b) military scrip denominated in the currency of any sending State; provided, however, that a system of payment to MFs or MCCs or DPs, in the currency of the sending State, shall be adopted by the AFs only in cooperation with the ARs.</p> <p>(summary of para. 4) a member of the force or of the civilian component and a dependent may (a) import currency of the sending State, instruments denominated in such currency, and military scrip denominated in the currency of any sending State; (b) export (i) any currency other than that of the Federal Republic, and instruments denominated in any such currency, provided that such member or DP has either imported such currency or instruments or received such currency or instruments from the AFs or their authorized agents; (ii) checks drawn by such member or DP on a financial institution or agency in the sending State; (iii) military scrip denominated in the currency of any sending State.</p> <p>(summary of para. 5) The AFs shall, in cooperation with the ARs, take appropriate measures in order to prevent any abuse of the rights given under paras 2, 3 and 4 of this Art. and to safeguard the system of foreign exchange regulations of the Federal Republic.</p>	
<b>20 The applicability of SOFA to wartime condition</b>			
	<b>Art. XV: [Application in the event of hostilities]</b>	<b>Art. 80 [Hostilities]</b>	

	<p>(para. 1) Subject to paragraph 2 of this Article, this Agreement shall remain in force in the event of hostilities to which the North Atlantic Treaty applies, except that the provisions for settling claims in paragraphs 2 and 5 of Article VIII shall not apply to war damage, and that the provisions of the Agreement, and, in particular of Articles III and VII, shall immediately be reviewed by the Contracting Parties concerned, who may agree to such modifications as they may consider desirable regarding the application of the Agreement between them.</p> <p>(para. 2) In the event of such hostilities, each of the Contracting Parties shall have the right, by giving 60 days' notice to the other Contracting Parties, to suspend the application of any of the provisions of this Agreement so far as it is concerned. If this right is exercised, the Contracting Parties shall immediately consult with a view to agreeing on suitable provisions to replace the provisions suspended.</p>	<p>The provisions of Art. XV of the NATO SOFA shall apply to the present Agreement, it being understood that references in that Article to other provisions of the NATO SOFA shall be deemed to be references to those provisions as supplemented by the present Agreement.</p>	
<b>21 Settlement of disputes and features of administrative body for SOFA implementation</b>			
	<p><b>Art. XVI: [Settlement of disputes]</b></p> <p>All differences between the Contracting Parties relating to the interpretation or application of this Agreement shall be settled by negotiation between them without recourse to any outside jurisdiction. Except where express provision is made to the contrary in this Agreement, differences which cannot be settled by direct negotiation shall be referred to the North Atlantic Council.</p>	<p><b>Art. 80A [Resolution of disputes]</b></p> <p>(para. 1) Should a difference arise relating to the interpretation or application of the SA, and unless a separate procedure is provided, the Parties directly concerned shall endeavor to settle the difference by consultations at the lowest appropriate level. A difference that cannot be resolved at that level may be referred to higher competent military or civil authorities for resolution.</p> <p>(summary of para. 2-a) If the difference is not resolved in accordance with para. 1 within 15 days, any Party directly concerned thereafter may request that a consultative Commission be established to recommend possible solutions. The consultative Commission shall be established and hold its first meeting not later than 10 days following the request. The consultative Commission shall issue its final recommendations within 60 days following its first meeting.</p>	



		<p>(summary of para. 2-b) The consultative Commission shall consist of an appropriate number of members representing the Parties directly concerned. Where Germany is a party to the difference, it shall have the right to appoint as many members as are appointed by all other parties to the difference together. The consultative Commission may invite outside conciliators to advise it. At the request of any of its members, it shall also seek the expert opinion of appropriate persons or organizations, such as the NATO, the Western European Union, or the OECD, whose opinion shall be provided and kept in confidence.</p> <p>(summary of para. 3) The consultative Commission shall, if appropriate, recommend the adoption of interim measures to be taken by the Parties pending resolution of the difference. (without prejudice to the respective positions of the Parties or to the ultimate resolution of the difference) If interim measures cannot be agreed by the consultative Commission within the prescribed time, the question of interim measures shall be referred to appropriate channels for resolution, at the ministerial level if necessary.</p> <p>(para. 4) The final resolution recommended by the consultative Commission shall be implemented by the Parties directly concerned unless one or more of them object within 15 days. In case of objection, or if the consultative Commission is unable to agree upon final recommendations within the prescribed time, the matter shall be referred to diplomatic channels for prompt resolution.</p> <p>(para. 5) Pending final resolution of the difference, no Party shall take actions that would prejudice the essential interests of any other Party directly concerned, particularly those interests which may be put forward by the host country.</p>	
<b>22 Revision of the agreement</b>			
	<b>Art. XVII: [Review]</b> Any Contracting Party may at any time request the revision of any Article of this Agreement. The request shall be addressed to the North Atlantic Council.	<b>Art. 82 [Review of Supplementary Agreement]</b> The present Agreement shall be reviewed	

		<p>(a) when the Convention on the Presence of Foreign Forces in the Federal Republic of Germany of 23 October 1954 is reviewed in accordance with para. 2 of Art. 3 of that Convention;</p> <p>(b) upon the request of one of the Contracting Parties on the expiry of a period of three years subsequent to its entry into force;</p> <p>(c ) (i) in respect of one or more provisions when provisions of the NATO SOFA to which they are directly related are reviewed under Art. XVII of that Agreement;</p> <p>(c ) (ii) at any time at the request of one of the Contracting Parties in respect of one or more provisions if their continued application would in the view of the Party making the request be especially burdensome to that Party, or if such application could not reasonably be expected of that Party; in such case negotiations shall be opened within a period not to exceed three months after submission of the request; if, after three months of negotiations, agreement has not been reached, any Contracting Party may apply to the Secretary-General of the NATO in accordance with the resolution of the North Atlantic Council of 13 December 1956, requesting him to use his good offices and to initiate one of the procedures named in that resolution; the Contracting Parties shall pay full heed to any recommendations deriving from such procedure;</p> <p>(c ) (iii) at any time at the request of one of the Contracting Parties in respect of one or more provisions of a purely technical or administrative character.</p>	
<b>23 Ratification and Accession</b>	<p><b>Art. XVIII: [Entry into force, accession]</b></p> <p>(para. 1) The present Agreement shall be ratified and the instruments of ratification shall be deposited as soon as possible with the Government of the United States of America, which shall notify each signatory State of the date of deposit thereof.</p>	<p><b>Art. 83 [Ratification and entry into force]</b></p> <p>(para. 1) The present Agreement shall be subject to ratification or approval. Instruments of ratification or approval shall be deposited by the signatory States with the Government of the United States of America, which shall notify each signatory State of the date on which the instruments are deposited.</p>	

	<p>(para. 2) Thirty days after four signatory States have deposited their instruments of ratification the present Agreement shall come into force between them. It shall come into force for each other signatory State thirty days after the deposit of its instrument of ratification.</p> <p>(para. 3) After it has come into force, the present Agreement shall, subject to the approval of the North Atlantic Council and to such conditions as it may decide, be open to accession on behalf of any State which accedes to the North Atlantic Treaty. Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America, which shall notify each signatory and acceding State of the date of deposit thereof. In respect of any State on behalf of which an instrument of accession is deposited, the present Agreement shall come into force thirty days after the date of the deposit of such instrument.</p>	<p>(para. 2) The present Agreement shall enter into force thirty days following the deposit of the last instrument of ratification or approval.</p> <p>(para. 3) The present Agreement shall be deposited in the Archives of the Government of the United States of America, which shall transmit, a certified copy thereof to each signatory State.</p>	
<b>24 Termination or denunciation</b>			
	<p><b>Art. XIX: [Termination]</b></p> <p>(para. 1) The present Agreement may be denounced by any Contracting Party after the expiration of a period of four years from the date on which the Agreement comes into force.</p> <p>(para. 2) The denunciation of the Agreement by any Contracting Party shall be effected by a written notification addressed by that Contracting Party to the Government of the United States of America which shall notify all the other Contracting Parties of each such notification and the date of receipt thereof.</p> <p>(para. 3) The denunciation shall take effect one year after the receipt of the notification by the Government of the United States of America. After the expiration of this period of one year, the Agreement shall cease to be in force as regards the Contracting Party which denounces it, but shall continue in force for the remaining Contracting Parties.</p>	<p><b>Art. 81 [Duration of Supplementary Agreement]</b></p> <p>(para. 1) Any stationing Party may, after consultation with the other Contracting Parties, withdraw from the present Agreement upon two years' written notice. The Federal Republic may, after consultation with the other Contracting Parties, terminate the present Agreement in respect of one or more Contracting Parties upon two years' written notice. (para. 2 deleted)</p>	
<b>25 Territorial applicability (including colonial territories)</b>			
	<b>Art. XX: [Metropolitan territory clause]</b>	<b>No provisions in the SA.</b>	

	<p>(para. 1) Subject to the provisions of paragraphs 2 and 3 of this Article, the present Agreement shall apply only to the metropolitan territory of a Contracting Party.</p> <p>(para. 2) Any State may, however, at the time of the deposit of its instrument of ratification or accession or at any time thereafter, declare by notification given to the Government of the United States of America that the present Agreement shall extend (subject, if the State making the declaration considers it to be necessary, to the conclusion of a special agreement between that State and each of the sending States concerned), to all or any of the territories for whose international relations it is responsible in the North Atlantic Treaty area. The present Agreement shall then extend to the territory or territories named therein thirty days after the receipt by the Government of the United States of America of the notification, or thirty days after the conclusion of the special agreements if required, or when it has come into force under Article XVIII, whichever is the later.</p> <p>(para. 3) A State which has made a declaration under paragraph 2 of this Article extending the present Agreement to any territory for whose international relations it is responsible may denounce the Agreement separately in respect of that territory in accordance with the provisions of Article XIX.</p>		
<b>26 Authentic language</b>	English and French	English, French, and German	

## Appendix B-4 The Greece SOFA

### [Main agreements of SOFA]

#### NATO SOFA

##### Agreement concerning the status of the United States forces in Greece

(Signed and entered into force, September 7, 1956) (Abbreviated as SFA) 7 UST 2555; TIAS 3649; 278 UNTS 141

**SFA Art. 1-(2)** The Agreement between the Parties of the North Atlantic Treaty Regarding the Status of their Forces, dated June 19, 1951, shall govern the status of the forces of the United States in Greece as well as members of these forces, members of the civilian component, and their dependents, who are in Greece and who are serving in that country in furtherance of objectives of the North Atlantic Treaty Organization, or who are temporarily present in Greece.

##### Mutual Defense Cooperation Agreement with Annex Between the United States of America and the Hellenic Republic

(Signed July 8, 1990 and entered into force November 6, 1990) (Abbreviated as MDCA) TIAS 12321

MDCA confirms that the status of the USFs, MFs, MCCs, and DPs shall be governed by the NATO SOFA and the bilateral agreements

### [Historical development of a bilateral agreement]

United States Use of Defense Facilities: Agreement Between the United States and the Kingdom of Greece  
(Signed and entered into force, October 12, 1953)  
↓  
Defense and Economic Cooperation Agreement between the U.S. Government and the Government of Hellenic Republic  
(Signed September 8, 1983 and entered into force December 20, 1983)  
↓  
[Present agreement in force]  
Mutual Defense Cooperation Agreement with Annex Between the United States of America and the Hellenic Republic  
(Signed July 8, 1990 and entered into force November 6, 1990)

### [Abbreviation]

See *Abbreviations* at the front page of this dissertation.

GOG: Government of Greece

USG: Government of the USA or USA Government

**[Definition of terms]**

<p><b>NATO SOFA Art. I: [Definitions]</b></p> <p>a. 'force' means the personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in the North Atlantic Treaty area in connexion with their official duties, provided that the two Contracting Parties concerned may agree that certain individuals, units or formations shall not be regarded as constituting or included in a 'force' for the purpose of the present Agreement</p> <p>b. 'civilian component' means the civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located.</p>	<p><b>MDCA Annex C Re: Art. II</b></p> <p>4. a The term "civilian component" as defined in Art. I, para. 1 (b) of the NATO SOFA, which may include dependents, shall also mean employees of a non-Greek and non-commercial organization who are nationals of or ordinarily resident in the U.S. and who, solely for the purpose of contributing to the welfare, morale or education of the force, are accompanying those forces in Greece, and <u>non-Greek persons employed by US contractors directly serving the United States forces in Greece.</u> The number of positions for personnel to be accorded the status of MCCs by virtue of this para. shall not exceed those established as of June 1,1990, without the express consent of the GOG. Such personnel shall not be considered as having the status of MCCs for the purpose of Art. VIII of the NATO SOFA.</p> <p>4. b Resident documents or work permits shall not be required for the employment of MCCs in connection with the facilities.</p>
<p>c. 'dependent' means the spouse of a member of a force or a civilian component, or a child of such member depending on him or her for support;</p> <p>d. 'sending State' means the Contracting Party to which the force belongs</p> <p>e. 'receiving State' means the Contracting Party in the territory of which the force or civilian component is located, whether it be stationed there or passing in transit</p>	

<p>f. 'military authorities of the sending State' means those authorities of a sending State who are empowered by its law to enforce the military law of that State with respect to members of its forces or civilian components</p> <p>g. 'North Atlantic Council' means the Council established by Article 9 of the North Atlantic Treaty or any of its subsidiary bodies authorised to act on its behalf.</p>	
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Items to be compared	NATO SOFA	MDCA, SFA, and other Agreements	
<b>1 Existence of security alliance</b>			Y
<b>2 Structure of alliance</b>			M
<b>3 Respect for the law of the receiving state</b>			
	<p><b>Art. II: [Law of the receiving state]</b> It is the duty of a force and its civilian component and the members thereof as well as their dependents to respect the law of the receiving State, and to abstain from any activity inconsistent with the spirit of the present Agreement, and, in particular, from any political activity in the receiving State. It is also the duty of the sending State to take necessary of measures to that end.</p>		
<b>4 Entry and departure of foreign military personnel with relaxation of the customary immigration procedures</b>			
(a) Identification	<p><b>Art. III: [Entry and Departure]</b> &lt;summary of para. 1, 2, 3, and 5&gt;  (para.1) On the conditions specified in paragraph 2 of this Article and subject to compliance with the formalities established by the receiving State relating to entry and departure of a force or the members thereof, such members shall be exempt from passport and visa regulations and immigration inspection on entering or leaving the territory of a receiving State. They shall also be exempt from the regulations of the receiving State on the registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in the territories of the receiving State.</p>	<p><b>MDCA Art. II</b> (para. 2) MFs, MCCs, and DPs shall be recognized to have this capacity only upon being officially announced to the ARs, who will issue special identification cards signed by the competent ARs. The ASs will assist the ARs in maintaining up-to-date lists of U.S. military and civilian personnel and DPs announced to the GOG.</p>	

	<p>(para. 2) [Required documents]: (sub-para.a) Personal identity card, or (sub-para. b) individual or collective movement order.</p> <p>(para. 3) Members of civilian component and dependents shall be so described in their passports.</p>		
(b) Frontier crossings	<p>(para 2) The following documents only will be required on demand.</p> <p>(sub-para. a) Personal identity card issued by the sending state.</p> <p>(sub-para. b) Individual or collective movement order in the language of the sending state and in English and French. The receiving State may require a movement order to be countersigned by its appropriate representative.</p>		
(c ) Registration and Aliens Control	<p>(Para.1) They shall also be exempt from the regulation on the registration and aliens control.</p>		
(d) Residence and Settlement	<p>(para.1) They shall not be considered as acquiring any right to permanent residence or domicile in the receiving state.</p>		
(e) Expulsions and Removal	<p>(para. 4) The sending state shall inform the receiving state such particulars if member of a force or of a civilian component leaves the employ and is not repatriated and any member absented himself for more than twenty-one days.</p> <p>(para. 5) If the receiving State has requested the removal of a member of a force or civilian component or has made an expulsion order against an ex-member of a force or of a civilian component or against a dependent of a member or ex-member, the sending State shall be responsible for receiving the person concerned within their own territory or otherwise disposing of him outside the receiving State. Applicable only to persons who are not nationals of the receiving State and have entered the receiving State as members of a force or civilian component or for the purpose of becoming such members, and to the dependents of such persons.</p>		
<b>5 Vehicles and Driving License or Permit</b>			



(a) Driving Permit (DRP)	<b>Art IV: [Driving Permit]</b> The receiving State shall either a.) accept as valid, without a driving test or fee, the driving permit or license or military driving permit issued by the sending State or a sub-division thereof to a member of a force or of a civilian component; or  b.) issue its own driving permit or license to any member of a force or civilian component who holds a driving permit or license or military driving permit issued by the sending State or a sub-division thereof, provided that no driving test shall be required.		
(b) Registration and Licensing of Vehicles, Vessels, and Aircraft	<b>Art. V: [Uniform, Service Vehicles]</b> (para. 2) Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark. NO other specific provisions.		
(c) Third Party Liability Insurance of Private Motor Vehicles, Trailers and Aircraft	<b>No Provisions in NATO SOFA</b>	Domestic law: Third party liability insurance is obligatory.	
<b>6 Carrying Arms (and Uniform)</b>			
	<b>Art. VI: [Arms]</b> Members of a force may possess and carry arms, on condition that they are authorized to do so by their orders. The authorities of the sending State shall give sympathetic consideration to requests from the receiving State concerning this matter.		
<b>7 Police power (Military Police of the sending state and the Police of the receiving state) and the protection of the bases and information</b>			
(a) Within the bases	<b>Art. VII para 10 (a)</b> Regularly constituted military units or formations of a force shall have the right to police any camps, establishments or other premises which they occupy as the result of an agreement with the receiving State. The military police of the force may take all appropriate measures to ensure the maintenance of order and security on such premises.		

(b) Outside of the bases	<b>Art. VII para 10 (b)</b> ) Outside these premises, such military police shall be employed only subject to arrangements with the authorities of the receiving State and in liaison with those authorities, and in so far as such employment is necessary to maintain discipline and order among the members of the force.		
(c) Protection of the bases and information	<b>Art. VII para. 11</b> Each Contracting Party shall seek such legislation as it deems necessary to ensure the adequate security and protection within its territory of installations, equipment, property, records and official information of other Contracting Parties, and the punishment of persons who may contravene laws enacted for that purpose.	<b>MDCA Annex D Re: Art. III</b> The responsibilities of the appropriate ARs for the security of, and maintenance of order on, the perimeter of the facility stipulated in Art. III, para. 1 of this Agreement shall be carried out in accordance with agreed procedures. The liaison and coordination responsibilities of the Greek Representative under that Art. shall include liaison and coordination with customs, law enforcement, labor, immigration and municipal officials.	
<b>8 Jurisdiction (1) (a) The definition of persons covered by SOFA - Who is to be protected under SOFA? -</b>			
	<b>Art. I: [Definition]</b> (summary) <b>Force:</b> The personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in connection with their official duties. (certain individuals, units or formations shall not be regarded as constituting or included in a 'force')	<b>MDCA Annex C Re: Art. II</b> 4. a The term "civilian component" as defined in Art. I, para. 1 (b) of the NATO SOFA, which may include dependents, shall also mean employees of a non-Greek and non-commercial organization who are nationals of or ordinarily resident in the U.S. and who, solely for the purpose of contributing to the welfare, morale or education of the force, are accompanying those forces in Greece, and non-Greek persons employed by US contractors directly serving the United States forces in Greece. The number of positions for personnel to be accorded the status of MCCs by virtue of this para. shall not exceed those established as of June 1, 1990, without the express consent of the GOG. Such personnel shall not be considered as having the status of MCCs for the purpose of Art. VIII of the NATO SOFA.	

	<p><b>Civilian Component:</b> The civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located.</p> <p><b>Dependent:</b> The spouse of a member of a force or of a civilian component, or a child of such member depending on him or her for support.</p>		
<b>9 Jurisdiction (2) Jurisdictional Decision</b>			
(a) Exclusive jurisdiction	<p><b>Art. VII: [Jurisdiction, Military Police]</b></p> <p>(para. 1) Subject to the provisions of this Article,</p> <p>a. the military authorities of the sending State shall have the right to exercise within the receiving State all criminal and disciplinary jurisdiction conferred on them by the law of the sending State over all persons subject to the military law of that State;</p> <p>b. the authorities of the receiving State shall have jurisdiction over the members of a force or civilian component and their dependents with respect to offences committed within the territory of the receiving State and punishable by the law of that State.</p> <p>(para. 2) a. The military authorities of the sending State shall have the right to exercise exclusive jurisdiction over persons subject to the military law of that State with respect to offences, including offences relating to its security, punishable by the law of the sending State, but not by the law of the receiving State.</p> <p>b. The authorities of the receiving State shall have the right to exercise exclusive jurisdiction over members of a force or civilian component and their dependents with respect to offences, including offences relating to the security of that State, punishable by its law but not by the law of the sending state.</p> <p>c. (Specification of a security offence)</p>		
(b) Concurrent jurisdiction	<p>(para. 3) In case where the right to exercise jurisdiction is concurrent the following rules shall apply:</p> <p>a. The military authorities of the sending State shall have the primary right to exercise jurisdiction over a member of a force or of a civilian component in relation to</p>		

	<p>(i) offences solely against the property or security of that State, or offences solely against the person or property of another member of the force or civilian component of that State or of a dependent;</p> <p>(ii) offences arising out of any act or omission done in the performance of official duty.</p> <p>b. In the case of any other offence the authorities of the receiving State shall have the primary right to exercise jurisdiction.</p>		
(c) Waiver of jurisdiction	<p>c. (of para. 3) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other state considers such waiver to be of particular importance.</p>	<p><b>MDCA Annex C Re: Art. II</b></p> <p>2. a The Hellenic Republic recognizes the particular importance of disciplinary control by the AFs over the MFs and the effect which such control has upon operational readiness.</p> <p>The competent ARs, in accordance with the provisions of Art. VII, para. 3(c) of the NATO SOFA, will therefore except in cases they consider of particular importance to them, in conformity with their sovereign discretionary right, give expeditious and favorable consideration to the waiver of their criminal jurisdiction upon request of the USFs.</p> <p>2. b Requests by the ASs for a waiver by Greece of its criminal jurisdiction shall be processed in accordance with the following procedures:</p> <p>(1) request shall be presented, within a period of thirty (30) days from the date the AFs become aware of the initiation of criminal proceedings against an accused, to the Joint Commission referred to in Art. V of this Agreement.</p> <p>(2) The request shall be reviewed by the Joint Commission which shall submit a recommendation to the competent ARs within fifteen (15) days from the submission of the request.</p> <p>(3) The competent ARs shall make a decision on the request within thirty (30) days of receipt.</p>	

		<p>(4) If ARs do not waive their jurisdiction, the case will be given preferential treatment to complete the judicial proceedings in the shortest possible time in accordance with Art. VII, para. 9 (a) of the NATO SOFA.</p>	
		<p><b>SFA Art. 2</b></p> <p>(1) The ARs, recognizing that it is the primary responsibility of the ASs to maintain good order and discipline where persons subject to U.S. military law are concerned, will, upon the request of the ASs, waive their primary right to exercise jurisdiction under Art. 7. Para. 3 (c) of that Agreement (<i>NATO SOFA</i>), except when they determine that it is of particular importance that jurisdiction be exercised by the ARs.</p> <p>(2) In those cases where, in accordance with the foregoing para., there is waiver of jurisdiction by the ARs, the competent ASs shall inform the Greek Government of the disposition of each such case.</p>	
<b>10 Jurisdiction (3) (d) Differences in the right of the accused: arrest, custody, and related issues</b>			
(a) Arrest, custody, and investigation	(para. 5) a. The authorities of the receiving and sending states shall assist each other in the arrest of members of a force or civilian component or their dependents in the territory of the receiving State and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.	<p><b>SFA Art. 3</b></p> <p>(1) In such cases where the Government of Greece may exercise criminal jurisdiction as provided for in Art. 2 above, the ASs shall take custody of the accused pending completion of trial proceeding. Custody of the accused will be maintained in Greece. During the trial and pretrial proceedings the accused shall be entitled to have a representative of the U.S. Government present. The trial shall be public unless otherwise agreed.</p>	

	<p>b. The authorities of the receiving State shall notify promptly the military authorities of the sending State of the arrest of any member of a force or civilian component or a dependent.</p> <p>c. The custody of an accused member of a force or civilian component over whom the receiving state is to exercise jurisdiction shall, if he is in the hands of the sending State, remain with that State until he is charged by the receiving State.</p> <p>(para. 6) a. The authorities of the receiving and sending States shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.</p> <p>b. The authorities of the Contracting parties shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.</p>	<p><b>MDCA Annex C Re: Art. II</b></p> <p>3. a The provisions of Greek law pertaining to pretrial detention or requiring confinement of the accused shall be discharged until the conclusion of all judicial proceedings by a duly executed certificate of the AFs assuring the appearance of the MF before the competent Greek judicial authorities in any proceedings that may require the presence of such person.</p> <p>3. b When a member of the force has been convicted by a Greek court and an unsuspended sentence to confinement is adjudged, the AFs shall maintain custody over the accused in Greece until the conclusion of all appellate proceedings.</p>	
(b) Death penalty	<p>(para. 7) a. A death sentence shall not be carried out in the receiving State by the authorities of the sending State if the legislation of the receiving state does not provide for such punishment in a similar case.</p>		
(c) Serving a sentence	<p>(para. 7) b. The authorities of the receiving State shall give sympathetic consideration to a request from the authorities of the sending State for assistance in carrying out a sentence of imprisonment pronounced by the authorities of the sending State under the provision of this Article within the territory of the receiving State.</p>		

(d) Trial	<p>(para. 8) Where an accused has been tried in accordance with the provisions of this Article by the authorities of one Contracting Party and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offence within the same territory by the authorities of another Contracting Party. However, nothing in this paragraph shall prevent the military authorities of the sending State from trying a member of its force for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of another Contracting Party.</p> <p>(para. 9) Whenever a member of a force or civilian component of a dependent is prosecuted under the jurisdiction of a receiving State he shall be entitled:</p> <p>(a) o a prompt and speedy trial;</p> <p>(b) o be informed, in advance of trial, of the specific charge or charges made against him;</p> <p>(c) to be confronted with the witnesses against him;</p> <p>(d) o have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of the receiving State;</p> <p>(e) o have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in the receiving State;</p> <p>(f) f he considers it necessary, to have the services of a competent interpreter; and</p> <p>(g) o communicate with a representative of the Government of the sending State and when the rules of the court permit, to have such a representative present at his trial.</p>		
<b>11 Administrative jurisdiction</b>			

	<u>No specific provisions</u> except a general rule of 'respecting the law of the receiving state' (Art. II). <i>Hand book</i> : The bottom line is that the personnel are subject to all applicable laws of a receiving state except as otherwise provided in the agreement. However, it is obscure with regard to stationing forces themselves.		
(a) Environment protection			
(b) Health and Sanitation	<b>Art. IX: [Goods and Services]</b> (para. 5) When a force or a civilian component has at the place where it is stationed inadequate medical or dental facilities, its members and their dependents may receive medical and dental care, including hospitalization, under the same conditions as comparable personnel of the receiving State.		
(c) Employment and labor law	<b>Art. IX: [Goods and Services]</b> para. 4 Local civilian labour requirements of a force or civilian component shall be satisfied in the same way as the comparable requirements of the receiving State and with the assistance of the authorities of the receiving State through the employment exchanges. The conditions of employment and work, in particular wages, supplementary payments and conditions for the protection of workers, shall be those laid down by the legislation of the receiving State. Such civilian workers employed by a force or civilian component shall not be regarded for any purpose as being members of that force or civilian component.	<b>MDCA Annex C Re: Art II</b>  5. a For each facility or activity, two schedules of positions shall be established, one for US personnel and the other for Greek personnel, reflecting the number of positions under each category as of June 1,1990. Any changes in excess of three percent to the proportionality reflected in these schedules will be mutually agreed upon by the two Governments, except that transfer of personnel positions to Iraklion Communications Station Complex or Souda Air Base, as appropriate, as a result of the closure of Hellenikon Air Base and Nea Makri Naval Communications Station Complex is authorized until June 30,1991, as an adjustment to the two personnel schedules.  5. b Pursuant to Art. IX, para. 4, of the NATO SOFA, the standards contained in Greek labor legislation regarding conditions of employment and work, in particular wages, supplementary payments and conditions for the protection of employees as applied in the private sector, will be observed with respect to Greek nationals employed in Greece by the USFs.	



(d) Traffic (or Movement)	<b>No specific provisions</b> except a general rule of 'respecting the law of the receiving state' (Art. II). Art. V-para.2 merely states "Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark."		
(e) Post	<b>Art. XI: [Customs]</b> Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with para. 2 b. of Art. III. This movement order shall show the number of dispatches carried and certify that they contain only official documents.		
(f) Telecommunications		<b>MDCA Annex RE: Art. I</b> Communications, (intra- and extra-station), including Armed Forces Radio and Television Services. The Souda Air Base will utilize those frequencies assigned by the GOG in conformity with standard international communications procedures. The GOG will assign adequate frequencies for the mission of the Souda Air Base. Any change of frequencies will be subject to the prior concurrence of the GOG. Television signals will be encoded for exclusive use of USFs personnel. <i>(The same measures are applied to other facilities )</i>	
<b>12 Claims</b>			
(a) Waiver and settlement of claims	<b>Art. VIII: [Claims]</b> (para. 1) Each Contracting Party waives all its claims against any other Contracting Party for damage to any property owned by it and used by its land; sea or air armed services, if such damage: (i) was caused by a member or an employee of the armed services of the other Contracting Party in the execution of his duties in connection with the operation of the North Atlantic Treaty; or	<b>SFA Art. 4</b> (1) In civil matters, including damages arising from automobile accidents, Greek courts will exercise jurisdiction as provided in Art. 8 of the NATO Status of Forces Agreement.	

(ii) arose from the use of any vehicle, vessel or aircraft owned by the other Contracting Party and used by its armed services, provided either that the vehicle, vessel or aircraft causing the damage was being used in connection with the operation of the North Atlantic Treaty, or that the damage was caused to property being so used.

Claims for maritime salvage by one Contracting Party against any other Contracting Party shall be waived, provided that the vessel or cargo salvaged was owned by a contracting Party and being used by its armed services in connection with the operation of the North Atlantic Treaty.

(para. 2-a) In the case of damage caused or arising as stated in paragraph 1 to other property owned by a Contracting Party and located in its territory, the issue of the liability of any other Contracting Party shall be determined and the amount of damage shall be assessed, unless the Contracting Parties concerned agree otherwise, by a sole arbitrator selected in accordance with sub-paragraph b. of this paragraph. The arbitrator shall also decide any counter-claims arising out of the same incident.

(para. 2-b) The arbitrator referred to in sub-paragraph a. above shall be selected by agreement between the Contracting Parties concerned from amongst the nationals of the receiving State who hold or have held high judicial office. If the Contracting Parties concerned are unable, within two months, to agree upon the arbitrator, either may request the Chairman of the North Atlantic Council Deputies to select a person with the aforesaid qualifications.

(para. 2-c) Any decision taken by the arbitrator shall be binding and conclusive upon the Contracting Parties.

	<p>(para. 2-d) The amount of any compensation awarded by the arbitrator shall be distributed in accordance with the provisions of paragraph 5 e. (i), (ii) and (iii) of this Article.</p> <p>(para. 2-e) The compensation of the arbitrator shall be fixed by agreement between the Contracting Parties concerned and shall, together with the necessary expenses incidental to performance of his duties, be defrayed in equal proportions by them.</p> <p>(summary of para. 2-f) e. Nevertheless, each Contracting Party waives its claim in any such case where the damage is less than: (Specific figures and necessary currency adjustment among NATO signatories)</p> <p>(para. 3) For the purposes of paragraphs 1 and 2 of this Article the expression "owned by a Contracting Party" in the case of a vessel includes a vessel on bare boat charter to that Contracting Party or requisitioned by it on bare boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some person other than such Contracting Party).</p> <p>(para. 4) Each Contracting Party waives all its claims against any other Contracting Party for injury or death suffered by any member of its armed services while such member was engaged in the performance of his official duties.</p>		
(b) Damages to third parties	<p>(para.5) Claims (other than contractual claims and those to which paragraphs 6 or 7 of this Article apply) arising out of acts or omissions of members of a force or civilian component done in the performance of official duty, or out of any other act, omission or occurrence for which a force or civilian component is legally responsible, and causing damage in the territory of the receiving State to third parties, other than any of the Contracting Parties, shall be dealt with by the receiving State in accordance with the following provisions:</p>		

(sub-para.a) Claims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of the receiving State with respect to claims arising from the activities of its own armed forces.

(sub-para.b) The receiving State may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by the receiving State in its currency.

(sub-para.c) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of the receiving State, or the final adjudication by such a tribunal denying payment, shall be binding and conclusive upon the Contracting Parties.

(sub-para.d) Every claim paid by the receiving State shall be communicated to the sending States concerned together with full particulars and a proposed distribution in conformity with sub-paragraphs e. (i), (ii) and (iii) below. In default of a reply within two months, the proposed distribution shall be regarded as accepted.

(sub-para.e) The cost incurred in satisfying claims pursuant to the preceding sub-paragraphs and para. 2 of this Article shall be distributed between the Contracting Parties, as follows:

(i) Where one sending State alone is responsible, the amount awarded or adjudged shall be distributed in the proportion of 25 per cent. chargeable to the receiving State and 75 per cent. chargeable to the sending State.

(ii) Where more than one State is responsible for the damage, the amount awarded or adjudged shall be distributed equally among them: however, if the receiving State is not one of the States responsible, its contribution shall be half that of each of the sending States.

	<p>(iii) Where the damage was caused by the armed services of the Contracting Parties and it is not possible to attribute it specifically to one or more of those armed services, the amount awarded or adjudged shall be distributed equally among the Contracting Parties concerned: however, if the receiving State is not one of the States by whose armed services the damage was caused, its contribution shall be half that of each of the sending States concerned.</p> <p>(iv) very half-year, a statement of the sums paid by the receiving State in the course of the half-yearly period in respect of every case regarding which the proposed distribution on a percentage basis has been accepted, shall be sent to the sending States concerned, together with a request for reimbursement. Such reimbursement shall be made within the shortest possible time, in the currency of the receiving State.</p> <p>(sub-para.f) In cases where the application of the provisions of sub-paragraphs b. and e. of this paragraph would cause a Contracting Party serious hardship, it may request the North Atlantic Council to arrange a settlement of a different nature.</p>		
(c) Immunity of personnel on duty	<p>(sub-para.g) A member of a force or civilian component shall not be subject to any proceedings for the enforcement of any judgment given against him in the receiving State in a matter arising from the performance of his official duties.</p> <p>(sub-para.h) Except in so far as sub-paragraph e. of this paragraph applies to claims covered by paragraph 2 of this Article, the provisions of this paragraph shall not apply to any claim arising out of or in connection with the navigation or operation of a ship or the loading, carriage, or discharge of a cargo, other than claims for death or personal injury to which paragraph 4 of this Article does not apply.</p>		

<p>(d) Damages caused by out-of-duty personnel</p>	<p>(para. 6) Claims against members of a force or civilian component arising out of tortious acts or omissions in the receiving State not done in the performance of official duty shall be dealt with in the following manner:</p> <p>a) The authorities of the receiving State shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all the circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.</p> <p>b) The report shall be delivered to the authorities of the sending State, who shall then decide without delay whether they will offer an ex gratia payment, and if so, of what amount.</p> <p>c) If an offer of ex gratia payment is made, and accepted by the claimant in full satisfaction of his claim, the authorities of the sending State shall make the payment themselves and inform the authorities of the receiving State of their decision and of the sum paid.</p> <p>d) Nothing in this paragraph shall affect the jurisdiction of the courts of the receiving State to entertain an action against a member of a force or of a civilian component unless and until there has been payment in full satisfaction of the claim.</p> <p>(para. 7) Claims arising out of the unauthorized use of any vehicle of the armed services of a sending State shall be dealt with in accordance with paragraph 6 of this Article, except in so far as the force or civilian component is legally responsible.</p>		
<p>(e) Judgement of official duty</p>	<p>(para. 8) If a dispute arises as to whether a tortious act or omission of a member of a force or civilian component was done in the performance of official duty or as to whether the use of any vehicle of the armed services of a sending State was unauthorized, the question shall be submitted to an arbitrator appointed in accordance with paragraph 2 b. of this Article, whose decision on this point shall be final and conclusive.</p>		

(f) Civil jurisdiction by the AR	<p>(para. 9) The sending State shall not claim immunity from the jurisdiction of the courts of the receiving State for members of a force or civilian component in respect of the civil jurisdiction of the courts of the receiving State except to the extent provided in paragraph 5 g. of this Article.</p> <p>(para. 10) The authorities of the sending State and of the receiving State shall co-operate in the procurement of evidence for a fair hearing and disposal of claims in regard to which the Contracting Parties are concerned.</p>		
(g) Other general issues			
<b>13 Logistic support</b>			
(a) Private consumption	<p><b>Art. IX: [Goods and Services]</b></p> <p>(para.1) Members of a force or of a civilian component and their dependents may purchase locally goods necessary for their own consumption, and such services as they need, under the same conditions as the nationals of the receiving State.</p>		
(b) Military consumption and utility services	<p>(para. 2) Goods which are required from local sources for the subsistence of a force or civilian component shall normally be purchased through the authorities which purchase such goods for the armed services of the receiving State. In order to avoid such purchases having any adverse effect on the economy of the receiving State, the competent authorities of that State shall indicate, when necessary, any articles the purchase of which should be restricted or forbidden.</p>	<p><b>MDCA Art. X</b></p> <p>(para. 1) The USG and the GOG will seek opportunities to cooperate in the research, development, production and procurement of appropriate defense material as well as in the related logistic support. Both Parties undertake to encourage joint investment in the aforementioned areas and to devote particular attention to promoting new cooperative projects and reciprocal procurement of defense material. Implementing procedures for the purposes of this Art. are found in the 1986 Defense Industrial Cooperation Agreement. As appropriate, the Parties will meet to discuss progress under the above Agreement and to consider possible modifications.</p>	
(c ) Free services			

(d) Travelling facilities and fares	(para. 6) The receiving State shall give the most favourable consideration to requests for the grant to members of a force or of a civilian component of travelling facilities and concessions with regard to fares. These facilities and concessions will be the subject of special arrangements to be made between the Governments concerned.		
(e) Payment (for goods and services)	(para. 7) Subject to any general or particular financial arrangements between the Contracting Parties, payment in local currency for goods, accommodation and services furnished under paragraphs, 2, 3, 4 and, if necessary, 5 and 6, of this Article shall be made promptly by the authorities of the force.		
(f) Tax exemption for logistics	See <b>Art. XI [Customs]</b> below.		
<b>14 Facilities and areas for the forces of a sending state</b>			
(a) The use of facilities and areas	<p><b>Art. IX</b> (para. 3) Subject to agreements already in force or which may hereafter be made between the authorized representatives of the sending and receiving States, the authorities of the receiving State shall assume sole responsibility for making suitable arrangements to make available to a force or a civilian component the buildings and grounds which it requires, as well as facilities and services connected therewith. These agreements and arrangements shall be, as far as possible,</p> <p>in accordance with the regulations governing the accommodation and billeting of similar personnel of the receiving State. In the absence of a specific contract to the contrary, the laws of the receiving State shall determine the rights and obligations arising out of the occupation or use of the buildings, grounds, facilities or services.</p>	<p><b>MDCA Art. I</b> (para.1) The GOG authorizes the USG to maintain and operate military and supporting facilities as well as non-contiguous supporting facilities (all hereinafter referred to as the facilities) in Greece and to undertake from such facilities, missions and activities for defense and support purposes in accordance with the provisions of this Agreement. These facilities, missions and activities shall be those identified and described in the Annex to this Agreement.</p> <p>(para. 2) The major items of equipment, arms and ammunition located at the facilities shall be identified to and authorized by the GOG before this Agreement enters into force.</p>	



(para. 3) Any expansion, change, modernization or replacement of major items of equipment, arms and ammunition, or of the facilities, which will alter the configuration (footprint) or mission capabilities of such facilities shall be subject to the prior approval of the GOG in accordance with the provisions of the Annex to this Agreement.

(para. 4) The missions and activities authorized by this Agreement and described in its Annex include the performance of technical operations at the facilities. Such technical operations and related activities shall be consistent with the provisions of this Agreement and shall be manned by U.S. personnel.

**MDCA Annex Re: Art. I**

Major items of equipment are sufficiently important so that, pursuant to Art. I, para. 3 of this Agreement, any "expansion, change, modernization or replacement" ("ECMR") of such items which alter the mission capabilities of the facilities must be subject to the prior approval of the GOG. The orollary to this stipulation is that "ECMR" of such items which does not alter the mission capabilities is permitted without prior approval by the GOG.

**MDCA Annex Re: Art. I**

*It defines the location, size, missions, and activities of each facilities in detail.*

<p>(b) The right to control facilities and areas or (the rights respecting installations)</p>	<p>Stipulated in <b>Art IX: para. (3)</b> above.</p>	<p><b>MDCA Art. III</b></p> <p>(para. 1) The GOG shall assign Greek personnel to each of the facilities. The senior Greek official so assigned to each facility shall be designated as the Greek Representative. The Greek Representative will exercise command and control of Greek personnel, and the premises used exclusively by them, at each facility. The Greek Representative shall be responsible for liaison and coordination with appropriate ARs to include those responsible for the security of, and maintenance of order on, the perimeter of the facility. The Greek Representative will be responsible to report to the ARs on the implementation and observance of the provisions of this Agreement relating to the facilities, in recognition of Greek sovereign rights.</p> <p>(para. 2) The Commander of the USFs at each facility shall exercise command and control over the facility and personnel of the U.S. assigned thereto, including their equipment and material and the premises used by them, and shall provide for the security and safety thereof.</p> <p>(para. 3) The U.S. flag may be flown within the facilities and shall be displayed in conjunction with the Greek flag. The two flags shall be of equal size and be flown at the same height from identical flagpoles located side by side.</p> <p>(para. 4) Signs outside the facilities shall be in Greek. Signs within the facilities in areas of mutual use shall be in Greek and English as agreed.</p> <p>(para. 5) The Commander of USFs and the Greek Representative at each facility shall cooperate closely in order to facilitate the implementation of this Agreement. They shall meet at least weekly to exchange information so that they may keep their Governments informed concerning developments affecting the implementation and observance of the provisions of this Agreement relating to the facilities.</p>
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(c ) Special permit and licenses in connection with use of facilities and areas (or installations)  (d) Construction		<p><b>MDCA Art. IV</b></p> <p>(para. 1) In accordance with Greek sovereign rights, the Greek Representative shall have access to all areas of the facilities, with the exception of specifically identified areas dedicated to the conduct of national cryptographic (code) work. Access of the Greek Representative to classified areas where technical operations and other U.S. activities are performed shall be on a non-routine basis and in accordance with agreed procedures.</p> <p>(para. 2) . The location of national cryptographic rooms and classified areas will be identified in accordance with agreed procedures on the day this Agreement enters into force. Any change thereafter will be as mutually agreed.</p>	
		<p><b>MDCA Annex E Re: Art. IV</b></p> <p>1. The agreed procedures referred to in para. 1 of this Art. shall include case-by-case authorization by high AR, identification and appropriate clearance of the individual, proper protection of the information gained during access, and twenty-four hours prior notification.</p> <p>2. The agreed procedures referred to in para. 2 of this Art. shall consist of identification by the Commander of USFs at each facility to the Greek Representative of such areas by building, room and category (i.e., cryptographic area or classified area).</p>	
		<p><b>MDCA Annex C Re: Art. II</b></p> <p>7. The USFs may award contracts to commercial enterprises for services or construction projects in Greece. In accordance with its laws and regulations, the USFs may procure directly from any source; however, they shall utilize Greek contractors to the maximum extent feasible for the performance of construction projects.</p>	

(e) Transfer of fixtures		<b>MDCA Art. I</b> (para. 3) Any expansion, change, modernization or replacement of major items of equipment, arms and ammunition, or of the facilities, which will alter the configuration (footprint) or mission capabilities of such facilities shall be subject to the prior approval of the GOG in accordance with the provisions of the Annex to this Agreement.	
<b>15 Return (or release) of the facilities and areas (or accommodation and land)</b>			
(a) Return of facilities and areas	No specific provisions in NATO SOFA		
(b) Residual Value			
<b>16 Maneuvers and Training</b>			
	No Provisions in NATO SOFA.	<b>MDCA Annex B Re: Art I</b> Flight activities associated with the facilities shall be in accordance with the Technical Arrangement dated November 17, 1977.... Requests for flights in excess of the authorized levels described above shall be given every consideration by the GOG. In Souda Air Base use as a carrier aircraft divert airfield is limited to 15 days per month.	
<b>17 Overall cost sharing</b>			
	No further specification in addition to <b>Art IX:</b> para. (3)	<b>MDCA Art. IX</b> (para. 1) In accordance with the common desire of the Parties to improve their defense relationship through balanced, mutual contributions to their common defense, the USG shall, consistent with its constitutional procedures, provide defense support to the GOG to assist in the modernization and enhancement of the capabilities of the Greek Armed Forces. Such US assistance shall also be guided by the principle set forth in US law that calls for preserving the balance of military strength in the region.	

		<p>(para. 2) In providing this defense support, the U.S. shall take into consideration the requirements of the Greek Armed Forces and the desire of the GOG that such assistance be provided on the most favorable terms possible. The U.S. shall also take into account the Greek defense role in the region as well as the important contribution Greece makes to the bilateral defense relationship by granting authorization to the U.S. to operate military facilities in Greece.</p> <p>(para. 3) The Parties to this Agreement shall coordinate closely so as to maximize the utility of US defense support to the Greek Armed Forces modernization program. The GOG will keep the USG advised of those elements of its rolling five-year development plan that might benefit from US security assistance. The USG shall review this information and make recommendations regarding use of available U.S. security assistance to meet the objectives of the Greek Armed Forces. The GOG shall then present its proposals at the annual meetings of the High-Level Consultative Commission established by Art. VI of this Agreement, and these proposals shall be reviewed by the Parties. The USG's annual security assistance proposals to the Congress shall be based on the mutually agreed recommendations that emerge from these consultations.</p>	
		<p><b>MDCA Art. X</b></p> <p>(para. 2) The two Governments, considering the relationships between defense capability and economic growth and stability, will exert maximum efforts to develop cooperative economic, industrial, scientific and technological relations between the two countries, including mutually agreed US technical assistance and, as conditions warrant, other assistance.</p>	
18 Tax and customs exemption			

(a) Tax	<p><b>Art. X: [Taxes]</b></p> <p>(para. 1) Where the legal incidence of any form of taxation in the receiving State depends upon residence or domicile, periods during which a member of a force or civilian component is in the territory of that State by reason solely of his being a member of such force or civilian component shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation. Members of a force or civilian component shall be exempt from taxation in the receiving State on the salary and emoluments paid to them as such members by the sending State or on any tangible movable property the presence of which in the receiving State is due solely to their temporary presence there.</p> <p>(para. 2) Nothing in this Article shall prevent taxation of a member of a force or civilian component with respect to any profitable enterprise, other than his employment as such member, in which he may engage in the receiving State, and, except as regards his salary and emoluments and the tangible movable property referred to in paragraph 1, nothing in this Article shall prevent taxation to which, even if regarded as having his residence or domicile outside the territory of the receiving State, such a member is liable under the law of that State.</p> <p>(para. 3) Nothing in this Article shall apply to 'duty' as defined in paragraph 12 of Article XI.</p> <p>(para. 4) For the purposes of this Article the term 'member of a force' shall not include any person who is a national of the receiving State.</p> <p><b>Art. IX: [Goods and Services]</b></p> <p>(para. 8) Neither a force, nor a CC, nor the members thereof, nor their DPs, shall by reason of this Art. enjoy any exemption from taxes or duties relating to purchases and services chargeable under the fiscal regulations of the receiving State.</p>	<p><b>MDCA Annex C Re Art. II</b></p> <p>6. With respect to Art. X, and in accordance with Art. I, para. 2 of the NATO SOFA, MFs and MCCs shall not be liable to pay any tax or similar charges in Greece on the ownership, possession, use, transfer amongst themselves, or transfer by death of their tangible movable property imported into Greece or acquired there for their own personal use. One motor vehicle owned by a MF or MCC shall be exempt from Greek circulation taxes, registration or license fees, and similar charges.</p>	
(b) Customs	<b>Art. XI: [Customs]</b>		

(para. 1) 1. Save as provided expressly to the contrary in this Agreement, members of a force and of a civilian component as well as their dependents shall be subject to the laws and regulations administered by the customs authorities of the receiving State. In particular the customs authorities of the receiving State shall have the right, under the general conditions laid down by the laws and regulations of the receiving State, to search members of a force or civilian component and their dependents and to examine their luggage and vehicles, and to seize articles pursuant to such laws and regulations.

(para. 2) a. The temporary importation and the re-exportation of service vehicles of a force or civilian component under their own power shall be authorized free of duty on presentation of a triptyque in the form shown in the Appendix to this Agreement.

(para. 2) b. The temporary importation of such vehicles not under their own power shall be governed by paragraph 4 of this Article and the re-exportation thereof by paragraph 8. (para. 2) c. Service vehicles of a force or civilian component shall be exempt from any tax payable in respect of the use of vehicles on the roads.

(para. 3) Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with paragraph 2 b. of Article III. This movement order shall show the number of despatches carried and certify that they contain only official documents.

(para. 4) A force may import free of duty the equipment for the force and reasonable quantities of provisions, supplies and other goods for the exclusive use of the force and, in cases where such use is permitted by the receiving State, its civilian component and dependents. This duty-free importation shall be subject to the deposit, at the customs office for the place of entry, together with such customs documents as shall be agreed, of a certificate in a form agreed between the receiving State and the sending State signed by a person authorized by the sending State for that purpose. The designation of the person authorised to sign the certificates as well as specimens of the signatures and stamps to be used, shall be sent to the customs administration of the receiving State.

(para. 5) A member of a force or civilian component may, at the time of his first arrival to take up service in the receiving State or at the time of the first arrival of any dependent to join him, import his personal effects and furniture free of duty for the term of such service.

(para. 6) Members of a force or civilian component may import temporarily free of duty their private motor vehicles for the personal use of themselves and their dependents. There is no obligation under this Article to grant exemption from taxes payable in respect of the use of roads by private vehicles.

(para. 7) Imports made by the authorities of a force other than for the exclusive use of that force and its civilian component, and imports, other than those dealt with in paragraphs 5 and 6 of this Article, effected by members of a force or civilian component are not, by reason of this Article, entitled to any exemption from duty or other conditions.



(para. 8) Goods which have been imported duty-free under paragraphs 2 b., 4, 5 or 6 above:

a.) May be re-exported freely, provided that, in the case of goods imported under paragraph 4, a certificate, issued in accordance with that paragraph, is presented to the customs office: the customs authorities, however, may verify that goods re-exported are as described in the certificate, if any, and have in fact been imported under the conditions of paragraphs 2 b., 4, 5 or 6 as the case may be;

b.) shall not normally be disposed of in the receiving State by way of either sale or gift: however, in particular cases such disposal may be authorized on conditions imposed by the authorities concerned of the receiving State (for instance, on payment of duty and tax and compliance with the requirements of the controls of trade and exchange).

(para. 9) Goods purchased in the receiving State shall be exported therefrom only in accordance with the regulations in force in the receiving State. (para.

10) Special arrangements for crossing frontiers shall be granted by the customs authorities to regularly constituted units or formations, provided that the customs authorities concerned have been duly notified in advance.

(para. 11) Special arrangements shall be made by the receiving State so that fuel, oil and lubricants for use in service vehicles, aircraft and vessels of a force or civilian component, may be delivered free of all duties and taxes.

(para. 12) In paragraphs 1-10 of this Article:

'duty' means customs duties and all other duties and taxes payable on importation or exportation, as the case may be, except dues and taxes which are no more than charges for services rendered;

'importation' includes withdrawal from customs warehouses or continuous customs custody, provided that the goods concerned have not been grown, produced or manufactured in the receiving State.

(para. 13) The provisions of this Article shall apply to the goods concerned not only when they are imported into or exported from the receiving State but also when they are in transit through the territory of a Contracting Party, and for this purpose the expression 'receiving State' in this Article shall be regarded as including any Contracting Party through whose territory the goods are passing in transit.

**Art. XII: [Conditions for customs or fiscal exemptions]**

(para. 1) The customs or fiscal authorities of the receiving State may, as a condition of the grant of any customs or fiscal exemption or concession provided for in this Agreement, require such conditions to be observed as they may deem necessary to prevent abuse.

(para.2) These authorities may refuse any exemption provided for by this Agreement in respect of the importation into the receiving State of articles grown, produced or manufactured in that State which have been exported therefrom without payment of, or upon repayment of, taxes or duties which would have been chargeable but for such exportation. Goods removed from a customs warehouse shall be deemed to be imported if they were regarded as having been exported by reason of being deposited in the warehouse.

**Art. XIII [Assistance of customs and fiscal authorities]**

(para. 1) In order to prevent offences against customs and fiscal laws regulations, the authorities of the receiving and of the sending States shall assist each other in the conduct of enquiries and the collection of evidence.

(para. 2) The authorities of a force shall render all assistance within their power to ensure that articles liable to seizure by, or on behalf of, the customs or fiscal authorities of the receiving State are handed to those authorities.

	<p>(para. 3) The authorities of a force shall render all assistance within their power to ensure the payment of duties, taxes and penalties payable by members of the force or civilian component or their dependents.</p> <p>(para. 4) Service vehicles and articles belonging to a force or to its civilian component, and not to a member of such force or civilian component, seized by the authorities of the receiving State in connection with an offence against its customs or fiscal laws or regulations shall be handed over to the appropriate authorities of the force concerned.</p>		
<b>19 Foreign exchange controls</b>			
(a) Foreign exchange controls	<p><b>Art. XIV: [Foreign exchange regulations]</b></p> <p>(para. 1) A force, a civilian component and the members thereof, as well as their dependents, shall remain subject to the foreign exchange regulations of the sending State and shall also be subject to the regulations of the receiving State.</p> <p>(para. 2) b. The foreign exchange authorities of the sending and the receiving States may issue special regulations applicable to a force or civilian component or the members thereof as well as to their dependents.</p>		
(b) Military payment certificates or military scrip			
<b>20 The applicability of SOFA to wartime condition</b>			
	<p><b>Art. XV: [Application in the event of hostilities]</b></p> <p>(para. 1) Subject to paragraph 2 of this Article, this Agreement shall remain in force in the event of hostilities to which the North Atlantic Treaty applies, except that the provisions for settling claims in paragraphs 2 and 5 of Article VIII shall not apply to war damage, and that the provisions of the Agreement, and, in particular of Articles III and VII, shall immediately be reviewed by the Contracting Parties concerned, who may agree to such modifications as they may consider desirable regarding the application of the Agreement between them.</p>	<p><b>MDCA Art. VIII</b></p> <p>(para. 1) Nothing in this Agreement shall be in derogation of the inherent right of the GOG under international law to take immediately all appropriate restrictive measures required to safeguard its vital national security interests in an emergency.</p>	

	(para. 2) In the event of such hostilities, each of the Contracting Parties shall have the right, by giving 60 days' notice to the other Contracting Parties, to suspend the application of any of the provisions of this Agreement so far as it is concerned. If this right is exercised, the Contracting Parties shall immediately consult with a view to agreeing on suitable provisions to replace the provisions suspended.	(para. 2) In the event that, in the view of the GOG, such an emergency exists, the appropriate US and Greek authorities shall immediately enter into communication concerning such measures. This process of communication shall not derogate from the right referred to in para. 1.	
<b>21 Settlement of disputes and features of administrative body for SOFA implementation</b>			
	<b>Art. XVI: [Settlement of disputes]</b> All differences between the Contracting Parties relating to the interpretation or application of this Agreement shall be settled by negotiation between them without recourse to any outside jurisdiction. Except where express provision is made to the contrary in this Agreement, differences which cannot be settled by direct negotiation shall be referred to the North Atlantic Council.	<b>MDCA Art. V</b> (para. 1) A standing Joint Commission shall deal with and strive to resolve questions or differences which may arise concerning the interpretation and implementation of this Agreement.	
		(para. 2) The Parties agree to work to ensure that the Joint Commission deals effectively and expeditiously with issues brought before it. The Joint Commission shall meet at least once every ninety days.  (para. 3) Any issue brought before the Joint Commission and not resolved within sixty days shall be dealt with by the two Governments through established diplomatic channels.  <b>MDCA Annex F Re: Art. V</b> 2. In addition to such other functions as may be mutually agreed, the Joint Commission shall receive information from the Greek Representatives and the Commanders of USFs at the facilities; address any questions or differences concerning interpretation or implementation these officials may submit; and transmit agreed guidance to these officials through the respective Greek and US chains of command.	

		<p><b>MDCA Art. III</b>  (para. 6) The Commander of the USFs and the Greek Representative shall, as required, report through their respective authorities to the Joint Commission established pursuant to Art. V of this Agreement, and similarly submit any questions or differences they cannot themselves resolve concerning interpretation or implementation of this Agreement or other associated arrangements to the Joint Commission.</p> <p><b>MDCA Art. VI</b>  The Parties shall establish a High-Level Consultative Committee which shall meet annually to conduct a comprehensive review of their defense relationship. The Committee shall be composed of appropriately senior officials from the two Governments. Annual meetings shall alternate between Washington and Athens.</p> <p><b>MDCA Art. XI</b>  (para. 1) Procedural and implementing arrangements called for under this Agreement, as well as such other arrangements as the Parties deem necessary for the purposes of, and otherwise consistent with this Agreement, may be addressed by the Parties, through the Joint Commission as appropriate.</p> <p>(para. 2) All terms and conditions relating to the use of facilities under arrangements existing as of the date of entry into force of this Agreement shall, to the extent consistent with this Agreement and its Annex, continue in force until modified or terminated by agreement, through the Joint Commission as appropriate. Previous bilateral arrangements related to the purposes of this Agreement shall be submitted at the initiative of either Party to the Joint Commission for review and mutual consideration.</p>	
22	Revision of the agreement		

	<b>Art. XVII: [Review]</b> Any Contracting Party may at any time request the revision of any Article of this Agreement. The request shall be addressed to the North Atlantic Council.	<b>MDCA Art. II</b> (para. 4) Within thirty days after the entry into force of this Agreement the Parties will meet to review the existing bilateral agreements supplementary to the NATO SOFA. If, after careful review, either Party decides the bilateral agreements must be consolidated and modernized, the Parties will exchange draft texts of a new comprehensive Technical Agreement within thirty days and meet regularly thereafter on an agreed schedule with a view to completion of such negotiations within a period of eighteen months from the date on which such negotiations commence.
		<b>MDCA Art. VII</b> (para. 1) Either Party may call for formal consultations if a disagreement which has arisen concerning the interpretation, implementation or compliance of either Party with the provisions of this Agreement or its Annex is not resolved through the means established in Articles V and VI.  (para. 2) Consultations shall begin immediately. Upon conclusion of these consultations the Parties may, by mutual written agreement, modify any provision of this Agreement or its Annex. Should the Parties be unable to resolve their differences after a period of twelve months, either Party may terminate this Agreement and its Annex effective six months from the date of written notice to the other Party of such termination.
<b>23 Ratification and Accession</b>		
	<b>Art. XVIII: [Entry into force, accession]</b> (para. 1) The present Agreement shall be ratified and the instruments of ratification shall be deposited as soon as possible with the Government of the United States of America, which shall notify each signatory State of the date of deposit thereof.	<b>MDCA Art. XII</b> (para. 1) This Agreement shall enter into force on the date the Parties complete an exchange of notes confirming that their respective constitutional requirements have been satisfied, and will remain in force for a term of eight years. The Parties may agree to extend its validity for one year through an exchange of notes six months prior to the end of the initial term of this Agreement and, if they so agree, each subsequent year.

	<p>(para. 2) Thirty days after four signatory States have deposited their instruments of ratification the present Agreement shall come into force between them. It shall come into force for each other signatory State thirty days after the deposit of its instrument of ratification.</p> <p>(para. 3) After it has come into force, the present Agreement shall, subject to the approval of the North Atlantic Council and to such conditions as it may decide, be open to accession on behalf of any State which accedes to the North Atlantic Treaty. Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America, which shall notify each signatory and acceding State of the date of deposit thereof. In respect of any State on behalf of which an instrument of accession is deposited, the present Agreement shall come into force thirty days after the date of the deposit of such instrument.</p>	<p>(para. 2) The USG shall have a period of seventeen months commencing on the initial date of expiration of this Agreement, or of any mutually agreed extension of this Agreement, within which to carry out the withdrawal from Greece of US personnel, property and equipment present there pursuant to this Agreement. All terms and conditions pursuant to this Agreement shall apply during any extension or withdrawal period.</p>	
<b>24 Termination or denunciation</b>			
	<p><b>Art. XIX: [Termination]</b></p> <p>(para. 1) The present Agreement may be denounced by any Contracting Party after the expiration of a period of four years from the date on which the Agreement comes into force.</p> <p>(para. 2) The denunciation of the Agreement by any Contracting Party shall be effected by a written notification addressed by that Contracting Party to the Government of the United States of America which shall notify all the other Contracting Parties of each such notification and the date of receipt thereof.</p> <p>(para. 3) The denunciation shall take effect one year after the receipt of the notification by the Government of the United States of America. After the expiration of this period of one year, the Agreement shall cease to be in force as regards the Contracting Party which denounces it, but shall continue in force for the remaining Contracting Parties.</p>		

<p><b>25 Territorial applicability (including colonial territories)</b></p>	<p><b>Art. XX: [Metropolitan territory clause]</b></p> <p>(para. 1) Subject to the provisions of paragraphs 2 and 3 of this Article, the present Agreement shall apply only to the metropolitan territory of a Contracting Party.</p> <p>(para. 2) Any State may, however, at the time of the deposit of its instrument of ratification or accession or at any time thereafter, declare by notification given to the Government of the United States of America that the present Agreement shall extend (subject, if the State making the declaration considers it to be necessary, to the conclusion of a special agreement between that State and each of the sending States concerned), to all or any of the territories for whose international relations it is responsible in the North Atlantic Treaty area. The present Agreement shall then extend to the territory or territories named therein thirty days after the receipt by the Government of the United States of America of the notification, or thirty days after the conclusion of the special agreements if required, or when it has come into force under Article XVIII, whichever is the later.</p> <p>(para. 3) A State which has made a declaration under paragraph 2 of this Article extending the present Agreement to any territory for whose international relations it is responsible may denounce the Agreement separately in respect of that territory in accordance with the provisions of Article XIX.</p>		
<p><b>26 Authentic language</b></p>	<p>English and French</p>	<p>English and Greek</p>	



## Appendix B-5 The Iraq SOFA

### [Main agreements of SOFA]

**Agreement Between The United States of America and The Republic of Iraq On the Withdrawal of United States Forces from Iraq and the Organizations of Their Activities during Their Temporary Presence in Iraq** (Signed on Nov. 17, 2008)

### [Key features of the Iraq SOFA]

<b>Art. 1 [Scope and Purpose]</b>	This Agreement shall determine the principal provisions and requirements that regulate the temporary presence, activities, and withdrawal of the USF from Iraq.
<b>Art. 26 [Iraqi Assets]</b>	<p>(1) To enable Iraq to continue to develop its national economy through the rehabilitation of its economic infrastructure, as well as providing necessary essential services to the Iraqi people, and to continue to safeguard Iraq's revenues from oil and gas and other Iraqi resources and its financial and economic assets located abroad, including the Development Fund for Iraq, the U.S. shall ensure maximum efforts to:</p> <p>(a) upport Iraq to obtain forgiveness of international debt resulting from the policies of the former regime.</p> <p>(b) upport Iraq to achieve a comprehensive and final resolution of outstanding reparation claims inherited from the previous regime, including compensation requirements imposed by the UN Security Council on Iraq.</p> <p>(2) ecognizing and understanding Iraq's concern with claims based on actions perpetrated by the former regime, the President of the U.S. has exercised his authority to protect from U.S. judicial process the Development Fund for Iraq and certain other property in which Iraq has an interest. The U.S. shall remain fully and actively engaged with the GOI with respect to continuation of such protections and with respect to such claims.</p> <p>(3) onsistent with a letter from the President of the U.S. to be sent to the Prime Minister of Iraq, the U.S. remains committed to assist Iraq in connection with its request that the UN Security Council extend the protections and other arrangements established in Resolution 1483 (2003) and Resolution 1546 (2003) for petroleum, petroleum products, and natural gas originating in Iraq, proceeds and obligations from sale thereof, and the Development Fund for Iraq.</p>

### [Abbreviation]

*See **Abbreviations** at the front page of this dissertation.*

GOI:	The Government of Iraq
JMOCC:	Joint Military Operations Coordination Committee
ROI:	Republic of Iraq
USG:	The United States Government

### [Definition of terms]

**[Art.2]** (1) "Agreed facilities and areas" are those Iraqi facilities and areas owned by the Government of Iraq that are in use by the USF during the period in which this Agreement is in force.

(2) "United States Forces" means the entity comprising the members of the United States Armed Forces, their associated civilian component, and all property, equipment, and materiel of the United States Armed Forces present in the territory of Iraq.
(3) "Member of the United States Forces" means any individual who is a member of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard,
(4) "Member of the civilian component" means any civilian employed by the United States Department of Defense. This term does not include individuals normally resident in Iraq.
(5) "United States contractors" and "United States contractor employees" mean non-Iraqi persons or legal entities, and their employees, who are citizens of the United States or a third country and who are in Iraq to supply goods, services, and security in Iraq to or on behalf of the United States Forces under a contract or subcontract with or for the United States Forces. However, the terms do not include persons or legal entities normally resident in the territory of Iraq.
(6) "Official vehicles" means commercial vehicles that may be modified for security purposes and are basically designed for movement on various roads and designated for transportation of personnel.
(7) "Military vehicles" means all types of vehicles used by the United States Forces, which were originally designated for use in combat operations and display special distinguishing numbers and symbols according to applicable United States Forces instructions and regulations.
(8) "Defense equipment" means systems, weapons, supplies, equipment, munitions, and materials exclusively used in conventional warfare that are required by the United States Forces in connection with agreed activities under this Agreement and are not related, either directly or indirectly, to systems of weapons of mass destruction (chemical weapons, nuclear weapons, radiological weapons, biological weapons, and related waste of such weapons).
(9) "Storage" means the keeping of defense equipment required by the United States Forces in connection with agreed activities under this Agreement
(10) "Taxes and duties" means all taxes, duties (including customs duties), fees, of whatever kind, imposed by the Government of Iraq, or its agencies, or governorates under Iraqi laws and regulations. However, the term does not include charges by the Government of Iraq, its agencies, or governorates for services requested and received by the United States Forces.

Items to be compared	Agreement	
<b>1 Existence of security alliance</b>		
<b>2 Structure of alliance</b>	<p><b>Art 27 [Deterrence of Security Threat]</b></p> <p>In order to strengthen security and stability in Iraq and to contribute to the maintenance of international peace and stability, the Parties shall work actively to strengthen the political and military capabilities of the ROI to deter threats against its sovereignty, political independence, territorial integrity, and its constitutional federal democratic system. To that end, the Parties agree as follows:</p>	

	<p>(1) In the event of any external or internal threat or aggression against Iraq that would violate its sovereignty, political independence, or territorial integrity, waters, airspace, its democratic system or its elected institutions, and upon request by the GOI, the Parties shall immediately initiate strategic deliberations and, as may be mutually agreed, the U.S. shall take appropriate measures, including diplomatic, economic, or military measures, or any other measure, to deter such a threat.</p> <p>(2) The Parties agree to continue close cooperation in strengthening and maintaining military and security institutions and democratic political institutions in Iraq, including, as may be mutually agreed, cooperation in training, equipping, and arming the Iraqi Security Forces, in order to combat domestic and international terrorism and outlaw groups, upon request by the GOI.</p> <p>(3) Iraqi land, sea, and air shall not be used as a launching or transit point for attacks against other countries.</p>	
<b>3 Respect for the law of the receiving state</b>		
	<p><b>Preamble</b> Affirming that such cooperation is based on full respect for the sovereignty of each of them in accordance with the purposes and principles of the United Nations Charter, ... Pursuant to joint undertakings as two sovereign, independent, and coequal countries;</p> <p><b>Art. 3 [Laws]</b> (1) While conducting military operations pursuant to this Agreement, it is the duty of MFs and MCCs to respect Iraqi laws, customs, traditions, and conventions and to refrain from any activities that are inconsistent with the letter and spirit of this Agreement. It is the duty of the U.S. to take all necessary measures for this purpose.</p> <p>(2) With the exception of MFs and MCCs, the USF may not transfer any person out of Iraq on vehicles, vessels, or aircraft covered by this Agreement, unless in accordance with applicable Iraqi laws and regulations, including implementing arrangements as may be agreed to by the GOI.</p>	
<b>4 Entry and departure of foreign military personnel with relaxation of the customary immigration procedures</b>		
(a) Identification	<p><b>Art. 14 [Entry and Exit]</b> (1) For purposes of this Agreement, MFs and MCCs may enter and leave Iraq through official places of embarkation and debarkation requiring only identification cards and travel orders issued for them by the U.S. The Joint Committee shall assume the task of setting up a mechanism and a process of verification to be carried out by pertinent ARs.</p> <p>(2) ARs shall have the right to inspect and verify the lists of names of MFs and MCCs entering and leaving Iraq directly through the agreed facilities and areas. Said lists shall be submitted to ARs by the USF. For purposes of this Agreement, MFs and MCCs may enter and leave Iraq through agreed facilities and areas requiring only identification cards issued for them by the U.S. The Joint Committee shall assume the task of setting up a mechanism and a process for inspecting and verifying the validity of these documents.</p>	
(b) Frontier crossings	Included in Art. 14, para.s (1) and (2).	
(c) Registration and Aliens Control		
(d) Residence and Settlement		
(e) Expulsions and Removal		

<b>5 Vehicles and Driving License or Permit</b>		
(a) Driving Permit (DRP)	<p><b>Art. 17 [Licenses or Permits]</b></p> <p>(1) Valid driver's licenses issued by ASs to MFs, MCCs, and to U.S. contractor employees, shall be deemed acceptable to ARs. Such license holders shall not be subject to a test or fee for operating the <u>vehicles, vessels, and aircraft</u> belonging to the USF in Iraq.</p> <p>(2) Valid driver's licenses issued by ASs to MFs, MCCs, and to U.S. contractor employees, to operate personal cars within the territory of Iraq shall be deemed acceptable to ARs. License holders shall not be subject to a test or fee.</p> <p>(3) All professional licenses issued by ASs to MFs, MCCs, and to U.S. contractor employees shall be deemed valid by ARs, provided such licenses are related to the services they provide within the framework of performing their official duties for or contracts in support of the USF, MCCs, U.S. contractors, and U.S. contractor employees, according to terms agreed upon by the Parties.</p>	
(b) Registration and Licensing of Vehicles, Vessels, and Aircraft	<p>&lt;Military Vehicles&gt; <b>Art. 9 para.6, last sentence</b></p> <p>Such vehicles, vessels, and aircraft shall be free from registration requirements within Iraq.</p>	
	<p><b>Art. 18 [Official and Military Vehicles]</b></p> <p>(1) Official vehicles shall display official Iraqi license plates to be agreed upon between the Parties. ARs shall, at the request of the AFs, issue registration plates for official vehicles of the USF without fees, according to procedures used for the Iraqi Armed Forces. The AFs shall pay to ARs the cost of such plates.</p> <p>(2) Valid registration and licenses issued by ASs for official vehicles of the USF shall be deemed acceptable by ARs.</p> <p>(3) Military vehicles exclusively used by the USF will be exempted from the requirements of registration and licenses, and they shall be clearly marked with numbers on such vehicles.</p>	
(c) Third Party Liability Insurance of Private Motor Vehicles, Trailers and Aircraft		
<b>6 Carrying Arms (and Uniform)</b>		
	<p><b>Art. 13 [Carrying Weapons and Apparel]</b></p> <p>MFs and MCCs may possess and carry weapons that are owned by the U.S. while in Iraq according to the authority granted to them under orders and according to their requirements and duties. MFs may also wear uniforms during duty in Iraq.</p>	
<b>7 Police power (Military Police of the sending state and the Police of the receiving state) and the protection of bases and information</b>		
(a) Within the bases	<p><b>Art. 6 [Use of Agreed Facilities and Areas]</b></p> <p>(2) In accordance with this Agreement, Iraq authorizes the USF to exercise within the agreed facilities and areas all rights and powers that may be necessary to establish, use, maintain, and secure such agreed facilities and areas. The Parties shall coordinate and cooperate regarding exercising these rights and powers in the agreed facilities and areas of joint use.</p>	

(b) Outside of the bases (c ) Protection of the bases and information		
	<b>Art. 4 [Missions]</b> (5) The Parties retain the right to legitimate self defense within Iraq, as defined in applicable international law.	
	<b>Art. 6 [Use of Agreed Facilities and Areas]</b> (3) The USF shall assume control of entry to agreed facilities and areas that have been provided for its exclusive use. The Parties shall coordinate the control of entry into agreed facilities and areas for joint use and in accordance with mechanisms set forth by the JMOCC. The Parties shall coordinate guard duties in areas adjacent to agreed facilities and areas through the JMOCC.	
	<b>Art. 28 [The Green Zone]</b> Upon entry into force of this Agreement the GOI shall have full responsibility for the Green Zone. The GOI may request from the USF limited and temporary support for the ARs in the mission of security for the Green Zone. Upon such request, relevant ARs shall work jointly with the AFs on security for the Green Zone during the period determined by the GOI.	
<b>8 Jurisdiction (1) The definition of persons covered by SOFA - Who is to be protected under SOFA? -</b>		
	<b>Art. 2 [Definition of Terms]</b> (3) "Member of the United States Forces" means any individual who is a member of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.  (4) "Member of the civilian component" means any civilian employed by the United States Department of Defense. This term does not include individuals normally resident in Iraq.  <i>No referring to dependents of MFs and MCCs.</i>  <i><u>United States contractors and United States contractor employees are subject to Iraqi criminal jurisdiction though some privileges, including automatic admittance of driver's license issued in the U.S., are given to them.</u></i>	
<b>9 Jurisdiction (2) Jurisdictional Decision</b>		
(a) Exclusive jurisdiction	<b>Art. 12 [Jurisdiction]</b> (Preamble of this Art.) Recognizing Iraq's sovereign right to determine and enforce the rules of criminal and civil law in its territory, in light of Iraq's request for temporary assistance from the USF set forth in Art. 4, and consistent with the duty of the MFs and the MCCs to respect Iraqi laws, customs, traditions, and conventions, the Parties have agreed as follows:  (Amendment of this Art.) (10) The Parties shall review the provisions of this Art. every 6 months including by considering any proposed amendments to this Art. taking into account the security situation in Iraq, the extent to which the USF in Iraq are engaged in military operations, the growth and development of the Iraqi judicial system, and changes in U.S. and Iraqi law.	
	(1) Iraq shall have the primary right to exercise jurisdiction over MFs and MCCs for the grave premeditated felonies enumerated pursuant to para. 8, when such crimes are committed outside agreed facilities and areas and outside duty status.  (2) Iraq shall have the primary right to exercise jurisdiction over U.S.s contractors and U.S. contractor employees.	

	<p>(3) The U.S. shall have the primary right to exercise jurisdiction over MFs and MCCs for matters arising inside agreed facilities and areas; during duty status outside agreed facilities and areas; and in circumstances not covered by para. 1.</p> <p>(7) Where the U.S. exercises jurisdiction pursuant to para. 3 of this Art., MFs and MCCs shall be entitled to due process standards and protections pursuant to the <u>Constitution and laws of the United States</u>. Where the offense arising under para. 3 of this Art. may involve a victim who is not a MF or MCC, the Parties shall establish procedures through the Joint Committee to keep such persons informed as appropriate of:</p> <p>the status of the investigation of the crime; the bringing of charges against a suspected offender, the scheduling of court proceedings and the results of plea negotiations; opportunity to be heard at public sentencing proceedings, and to confer with the attorney for the prosecution in the case; and, assistance with filing a claim under Art. 21 of this Agreement. As mutually agreed by the Parties, AFs shall seek to hold the trials of such cases inside Iraq. If the trial of such cases is to be conducted in the U.S., efforts will be undertaken to facilitate the personal attendance of the victim at the trial.</p> <p>(8) Where Iraq exercises jurisdiction pursuant to para. 1 of this Art., MFs and MCCs shall be entitled to due process standards and protections consistent with those available under U.S. and Iraqi law. The Joint Committee shall establish procedures and mechanisms for implementing this Art., including an enumeration of the grave premeditated felonies that are subject to para. 1 and procedures that meet such due process standards and protections. Any exercise of jurisdiction pursuant to para. 1 of this Art. may proceed only in accordance with these procedures and mechanisms.</p> <p>(9) Pursuant to para.s 1 and 3 of this Art., AFs shall certify whether an alleged offense arose during duty status. In those cases where ARs believe the circumstances require a review of this determination, the Parties shall consult immediately through the Joint Committee, and AFs shall take full account of the facts and circumstances and any information ARs may present bearing on the determination by AFs.</p>	
(b) Concurrent jurisdiction		
(c) Waiver of jurisdiction	<p>(6) The authorities of either Party may request the authorities of the other Party to waive its primary right to jurisdiction in a particular case. The GOI agrees to exercise jurisdiction under para. 1 above, only after it has determined and notifies the U.S. in writing within 21 days of the discovery of an alleged offense, that it is of particular importance that such jurisdiction be exercised.</p>	
<b>10 Jurisdiction (3) Differences in the right of the accused: arrest, custody, and related issues</b>		
(a) Arrest, custody, and investigation	<p><b>Art. 12</b></p> <p>(4) At the request of either Party, the Parties shall assist each other in the investigation of incidents and the collection and exchange of evidence to ensure the due course of justice.</p> <p>(5) Fs and MCCs arrested or detained by ARs shall be notified immediately to AFs and handed over to them within 24 hours from the time of detention or arrest. Where Iraq exercises jurisdiction pursuant to para. 1 of this Art., custody of an accused MFs or MCCs shall reside with AFs. AFs shall make such accused persons available to the ARs for purposes of investigation and trial.</p>	

	<b>Art. 22 [Detention] (of an Iraqi )</b> (1) o detention or arrest may be carried out by the USF (except with respect to detention or arrest of U.S. MFs and MCCs) except through an Iraqi decision issued in accordance with Iraqi law and pursuant to Art. 4.  (2) n the event the USF detain or arrest persons as authorized by this Agreement or Iraqi law, such persons must be handed over to competent ARs within 24 hours from the time of their detention or arrest.  (3)The ARs may request assistance from the USF in detaining or arresting wanted individuals.  (4) pon entry into force of this Agreement, the USF shall provide to the GOI available information on all detainees who are being held by them. Competent ARs shall issue arrest warrants for persons who are wanted by them. The USF shall act in full and effective coordination with the GOI to turn over custody of such wanted detainees to ARs pursuant to a valid Iraqi arrest warrant and shall release all the remaining detainees in a safe and orderly manner, unless otherwise requested by the GOI and in accordance with Art. 4 of this Agreement  (5) The USF may not search houses or other real estate properties except by order of an Iraqi judicial warrant and in full coordination with the GOI, except in the case of actual combat operations conducted pursuant to Art. 4	
(b) Death penalty		
(c) Serving a sentence		
(d) Trial		
<b>11 Administrative jurisdiction</b>		
(a) Environment protection	<b>Art. 8 [Protecting the Environment]</b> Both Parties shall implement this Agreement in a manner consistent with protecting the natural environment and human health and safety. The U.S. reaffirms its commitment to respecting applicable Iraqi environmental laws, regulations, and standards in the course of executing its policies for the purposes of implementing this Agreement.	
(b) Health and Sanitation		
(c) Employment and labor law		
(d) Traffic (or Movement)	<b>Art. 9 [Movement of Vehicles, Vessels, and Aircraft]</b> (1) With full respect for the relevant rules of land and maritime safety and movement, vessels and vehicles operated by or at the time exclusively for the USF may enter, exit, and move within the territory of Iraq for the purposes of implementing this Agreement. The JMOCC shall develop appropriate procedures and rules to facilitate and regulate the movement of vehicles.  (2) With full respect for relevant rules of safety in aviation and air navigation, USG aircraft and civil aircraft that are at the time operating exclusively under a contract with the U.S. Department of Defense are authorized to over-fly, conduct airborne refueling exclusively for the purposes of implementing this Agreement over, and land and take off within, the territory of Iraq for the purposes of implementing this Agreement.	

	<p>The ARs shall grant the aforementioned aircraft permission every year to land in and take off from Iraqi territory exclusively for the purposes of implementing this Agreement. USG aircraft and civil aircraft that are at the time operating exclusively under a contract with the U.S. Department of Defense, vessels, and vehicles shall not have any party boarding them without the consent of the AFs . The Joint Sub-Committee concerned with this matter shall take appropriate action to facilitate the regulation of such traffic.</p> <p>(3) urveillance and control over Iraqi airspace shall transfer to AR immediately upon entry into force of this Agreement.</p> <p>(4) raq may request from the USF temporary support for the ARs in the mission of surveillance and control of Iraqi air space.</p> <p>(5) SG aircraft and civil aircraft that are at the time operating exclusively under contract to the U.S. Department of Defense shall not be subject to payment of any taxes, duties, fees, or similar charges, including overflight or navigation fees, landing, and parking fees at government airfields. Vehicles and vessels owned or operated by or at the time exclusively for the USF shall not be subject to payment of any taxes, duties, fees, or similar charges, including for vessels at government ports. Such vehicles, vessels, and aircraft shall be free from registration requirements within Iraq.</p> <p>(6) The USF shall pay fees for services requested and received</p> <p>(7) ach Party shall provide the other with maps and other available information on the location of mine fields and other obstacles that can hamper or jeopardize movement within the territory and waters of Iraq.</p>	
(e) Post		
(f) Telecommunications	<p><b>Art. 11 [Services and Communications]</b></p> <p>(2) The GOI owns all frequencies. Pertinent Iraqi authorities shall allocate to the USF such frequencies as coordinated by both Parties through the JMOCC. The USF shall return frequencies allocated to them at the end of their use not later than the termination of this Agreement</p> <p>(3) The USF shall operate their own telecommunications systems in a manner that fully respects the Constitution and laws of Iraq and in accordance with the definition of the term "telecommunications " contained in the Constitution of the International Union of Telecommunications of 1992, including the right to use necessary means and services of their own systems to ensure the full capability to operate systems of telecommunications.</p> <p>(4) or the purposes of this Agreement, the USF are <u>exempt from the payment of fees</u> to use transmission airwaves and existing and future frequencies, including any administrative fees or any other related charges.</p> <p>(5) The USF must obtain the consent of the GOI regarding any projects of infrastructure for communications that are made outside agreed facilities and areas exclusively for the purposes of this Agreement in accordance with Art. 4, except in the case of actual combat operations conducted pursuant to Art. 4.</p> <p>(6) The USF shall use telecommunications systems exclusively for the purposes of this Agreement.</p>	
<b>12 Claims</b>		



(a) Waiver and settlement of claims	<b>Art. 21 [Claims]</b> (1) With the exception of claims arising from contracts, each Party shall waive the right to claim compensation against the other Party for any damage, loss, or destruction of property, or compensation for injuries or deaths that could happen to MFs or MCCs of either Party arising out of the performance of their official duties in Iraq.	
(b) Damages to third parties	(2) AFs shall pay just and reasonable compensation in settlement of meritorious third party claims arising out of acts, omissions, or negligence of MFs and MCCs done in the performance of their official duties and incident to the non-combat activities of the USF. AFs may also settle meritorious claims not arising from the performance of official duties. All claims in this para. shall be settled expeditiously in accordance with <u>the laws and regulations of the U.S.</u> In settling claims, AFs shall take into account any report of investigation or opinion regarding liability or amount of damages issued by ARs.	
(c) Immunity of personnel on duty		
(d) Damages caused by out-of-duty personnel		
(e) Judgment of official duty		
(f) Civil jurisdiction by the AR		
(g) Other general issues	(3) Upon the request of either Party, the Parties shall consult immediately through the Joint Committee or, if necessary, the Joint Ministerial Committee, where issues referred to in para.s 1 and 2 above require review.	
<b>13 Logistic support</b>		
(a) Private consumption	<b>Art. 15 [Import and Export]</b> (2) Fs and MCCs may import into Iraq, re-export, and use personal effect materials and equipment for consumption or personal use. The import into, re-export from, transfer from, and use of such imported items in Iraq shall not be subjected to licenses, other restrictions, taxes, custom duties, or any other charges imposed in Iraq, as defined in Art. 2, para. 10. The imported quantities shall be reasonable and proportionate to personal use. AFs will take measures to ensure that no items or material of cultural or historic significance to Iraq are being exported.  (3) Any inspections of materials pursuant to para. 2 by ARs must be done urgently in an agreed upon place and according to procedures established by the Joint Committee.  (4) Any material imported free of customs and fees in accordance with this Agreement shall be subjected to taxes and customs and fees as defined in Art. 2, para. 10, or any other fees valued at the time of sale in Iraq, upon sale to individuals and entities not covered by tax exemption or special import privileges. Such taxes and fees (including custom duties) shall be paid by the transferee for the items sold.  (5) materials referred to in the para.s of this Art. must not be imported or used for commercial purposes.	

(b) Military consumption and utility services

<p><b>Art 10 [Contracting Procedures]</b></p> <p>The USF may select contractors and enter into contracts <u>in accordance with U.S. law</u> for the purchase of materials and services in Iraq, including services of construction and building- The USF shall contract with Iraqi suppliers of materials and services to the extent feasible when their bids are competitive and constitute best value. The USF shall respect Iraqi law when contracting with Iraqi suppliers and contractors and shall provide ARs with the names of Iraqi suppliers and contractors, and the amounts of relevant contracts.</p>	
<p><b>Art. 11 [Services and Communications]</b></p> <p>(1) The USF may produce and provide water, electricity, and other services to agreed facilities and areas in coordination with the ARs through the Joint Sub-Committee concerned with this matter.</p>	
<p><b>Art. 15 [Import and Export]</b></p> <p>(1) For the exclusive purposes of implementing this Agreement, the USF and U.S. contractors may import, export (items bought in Iraq), re-export, transport, and use in Iraq any equipment, supplies, materials, and technology, provided that the materials imported or brought in by them are not banned in Iraq as of the date this Agreement enters into force. The importation, re-exportation, transportation, and use of such items shall not be subject to any inspections, licenses, or other restrictions, taxes, customs duties, or any other charges imposed in Iraq, as defined in Art. 2, paragraph 10.</p> <p>AFs shall provide to relevant ARs an appropriate certification that such items are being imported by the USF or U.S. contractors for use by the USF exclusively for the purposes of this Agreement. Based on security information that becomes available, ARs have the right to request the USF to open in their presence any container in which such items are being imported in order to verify its contents.</p> <p>In making such a request, ARs shall honor the security requirements of the USF and, if requested to do so by the USF shall make such verifications in facilities used by the USF. The exportation of Iraqi goods by the USF and U.S. contractors shall not be subject to inspections or any restrictions other than licensing requirements. The Joint Committee shall work with the Iraqi Ministry of Trade to expedite license requirements consistent with Iraqi law for the export of goods purchased in Iraq by the USF for the purposes of this Agreement. Iraq has the right to demand review of any issues arising out of this para. The Parties shall consult immediately in such cases through the Joint Committee or, if necessary, the Joint Ministerial Committee.</p>	
<p><b>Art. 19 [Support Activities Services]</b></p> <p>(1) The USF, or others acting on behalf of the USF, may assume the duties of establishing and administering activities and entities inside agreed facilities and areas, through which they can provide services for MFs, MCCs, U.S. contractors, and U.S. contractor employees. These entities and activities include military post offices; financial services; shops selling food items, medicine, and other commodities and services; and various areas to provide entertainment and telecommunications services, including radio broadcasts. The establishment of such services does not require permits.</p> <p>(2) roadcasting, media, and entertainment services that reach beyond the scope of the agreed facilities mid areas shall be subject to Iraqi laws.</p>	

	<p>(3) Access to the Support Activities Services shall be limited to MFs, MCCs, U.S. contractors, U.S. contractor employees, and other persons and entities that are agreed upon. The AFs shall take appropriate actions to prevent misuse of the services provided by the mentioned activities, and prevent the sale or resale of aforementioned goods and services to persons not authorized access to these entities or to benefit from their services. The USF will determine broadcasting and television programs to authorized recipients.</p> <p>(4) The service support entities and activities referred to in this Art. shall be granted the same financial and customs exemptions granted to the USF, including exemptions guaranteed in Art. 15 and 16 of this Agreement. These entities and activities that offer services shall be operated and managed in accordance with U.S. regulations; these entities and activities shall not be obligated to collect nor pay taxes or other fees related to the activities in connection with their operations.</p> <p>(5) The mail sent through the military post service shall be certified by AFs and shall be exempt from inspection, search, and seizure by ARs, except for non-official mail that may be subject to electronic observation. Questions arising in the course of implementation of this para. shall be addressed by the concerned Joint Sub-Committee and resolved by mutual agreement. The concerned Joint Sub-Committee shall periodically inspect the mechanisms by which the AFs certify military mail.</p>	
(c ) Free services		
(d) Travelling facilities and fares		
(e) Payment (for goods and services)		
(f) Tax exemption for logistics	<i>See Art. 15, para.s (1) and (2) above.</i>	
<b>14 Facilities and areas for the forces of a sending state</b>		
(a) The use of facilities and areas	<p><b>Art. 5 [Property Ownership]</b></p> <p>(1) Iraq owns all buildings, non-relocatable structures, and assemblies connected to the soil that exist on agreed facilities and areas, including those that are used, constructed, altered, or improved by the USF.</p> <p><b>Art. 6 [Use of Agreed Facilities and Areas]</b></p> <p>(1) With full respect for the sovereignty of Iraq, and as part of exchanging views between the Parties pursuant to this Agreement, Iraq grants access and use of agreed facilities and areas to the USF, U.S. contractors, U.S. contractor employees, and other individuals or entities as agreed upon by the Parties.</p> <p>(3) The USF shall assume control of entry to agreed facilities and areas that have been provided for its exclusive use. The Parties shall coordinate the control of entry into agreed facilities and areas for joint use and in accordance with mechanisms set forth by the JMOCC. The Parties shall coordinate guard duties in areas adjacent to agreed facilities and areas through the JMOCC.</p> <p><b>Art. 7 [Positioning and Storage of Defense Equipment]</b></p>	

	<p>The USF may place within agreed facilities and areas and in other temporary locations agreed upon by the Parties defense equipment, supplies, and materials that are required by the USF in connection with agreed activities under this Agreement. The use and storage of such equipment shall be proportionate to the temporary missions of the USF in Iraq pursuant to Art. 4 of this Agreement and shall not be related, either directly or indirectly, to systems of weapons of mass destruction (chemical weapons, nuclear weapons, radiological weapons, biological weapons, and related waste of such weapons). The USF shall control the use and relocation of defense equipment that they own and are stored in Iraq. The USF shall ensure that no storage depots for explosives or munitions are near residential areas, and they shall remove such materials stored therein. The U.S. shall provide the GOI with essential information on the numbers and types of such stocks.</p>	
	<p><b>Art. 24 [Withdrawal of the United States Forces from Iraq]</b>  Recognizing the performance and increasing capacity of the Iraqi Security Forces, the assumption of full security responsibility by those Forces, and based upon the strong relationship between the Parties, an agreement on the following has been reached:</p> <p>(1) All the USF shall withdraw from all Iraqi territory no later than December 31, 2011.</p> <p>(2) All U.S. combat forces shall withdraw from Iraqi cities, villages, and localities no later than the time at which Iraqi Security Forces assume full responsibility for security in an Iraqi province, provided that such withdrawal is completed no later than June 30, 2009.</p> <p>(3) U.S. combat forces withdrawn pursuant to para. 2 above shall be stationed in the agreed facilities and areas outside cities, villages, and localities to be designated by the JMOCC before the date established in para. 2 above.</p> <p>(4) The U.S. recognizes the sovereign right of the GOI to request the departure of the USF from Iraq at any time. The GOI recognizes the sovereign right of the U.S. to withdraw the USF from Iraq at any time.</p> <p>(5) The Parties agree to establish mechanisms and arrangements to reduce the number of the USF during the periods of time that have been determined, and they shall agree on the locations where the USF will be present.</p>	
(b) The right to control facilities and areas (or the rights respecting installations)	<p>(2) In accordance with this Agreement, Iraq authorizes the USF to exercise within the agreed facilities and areas all rights and powers that may be necessary to establish, use, maintain, and secure such agreed facilities and areas. The Parties shall coordinate and cooperate regarding exercising these rights and powers in the agreed facilities and areas of joint use.</p>	
(c) Special permit and licenses in connection with the use of facilities and areas (or installations)		
(d) Construction	<p><b>Art. 5 [Property Ownership]</b>  (3) The U.S. shall bear all costs for construction, alterations, or improvements in the agreed facilities and areas provided for its exclusive use. The USF shall consult with the GOI regarding such construction, alterations, and improvements, and must seek approval of the GOI for major construction and alteration projects. In the event that the use of agreed facilities and areas is shared, the two Parties shall bear the costs of construction, alterations, or improvements proportionately.</p>	

	(5) Upon the discovery of any historical or cultural site or finding any strategic resource in agreed facilities and areas, all works of construction, upgrading, or modification shall cease immediately and the Iraqi representatives at the Joint Committee shall be notified to determine appropriate steps in that regard.	
(e) Transfer of fixtures		
<b>15 Return (or release) of the facilities and areas (or accommodation and land)</b>		
(a) Return of facilities and areas	<p><b>Art. 5 [Property Ownership]</b></p> <p>(2) Upon their withdrawal, the USF shall return to the GOI all the facilities and areas provided for the use of the combat forces of the U.S., based on two lists. The first list of agreed facilities and areas shall take effect upon the entry into force of the Agreement. The second list shall take effect no later than June 30, 2009, the date for the withdrawal of combat forces from the cities, villages, and localities. The GOI may agree to allow the USF the use of some necessary facilities for the purposes of this Agreement on withdrawal</p> <p>(6) The U.S. shall return agreed facilities and areas and any non-relocatable structures and assemblies on them that it had built, installed, or established during the term of this Agreement, according to mechanisms and priorities set forth by the Joint Committee. Such facilities and areas shall be handed over to the GOI free of any debts and financial burdens.</p> <p>(7) The USF shall return to the GOI the agreed facilities and areas that have heritage, moral, and political significance and any non-relocatable structures and assemblies on them that it had built, installed, or established, according to mechanisms, priorities, and a time period as mutually agreed by the Joint Committee, free of any debts or financial burdens.</p> <p>(8) The USF shall return the agreed facilities and areas to the GOI upon the expiration or termination of this Agreement, or earlier as mutually agreed by the Parties, or when such facilities are no longer required as determined by the JMOCC, free of any debts or financial burdens.</p> <p>(9) The USF and U.S. contractors shall retain title to all equipment, materials, supplies, relocatable structures, and other movable property that was legitimately imported into or legitimately acquired within the territory of Iraq in connection with this Agreement.</p>	
(b) Residual Value		
<b>16 Maneuvering and Training</b>		
	<p><b>Art. 4 [Missions]</b></p> <p>(1) The GOI requests the temporary assistance of the USF for the purposes of supporting Iraq in its efforts to maintain security and stability in Iraq, including cooperation in the conduct of operations against al-Qaeda and other terrorist groups, outlaw groups, and remnants of the former regime.</p> <p>(2) All such military operations that are carried out pursuant to this Agreement shall be conducted with the agreement of the GOI. Such operations shall be fully coordinated with ARs. The coordination of all such military operations shall be overseen by a Joint Military Operations Coordination Committee (JMOCC) to be established pursuant to this Agreement. Issues regarding proposed military operations that cannot be resolved by the JMOCC shall be forwarded to the Joint Ministerial Committee.</p>	

	<p>(3) All such operations shall be conducted with full respect for the Iraqi Constitution and the laws of Iraq. Execution of such operations shall not infringe upon the sovereignty of Iraq and its national interests, as defined by the GOI. It is the duty of the USF to respect the laws, customs, and traditions of Iraq and applicable international law.</p> <p>(4) The Parties shall continue their efforts to cooperate to strengthen Iraq's security capabilities including, as may be mutually agreed, on training, equipping, supporting, supplying, and establishing and upgrading logistical systems, including transportation, housing, and supplies for Iraqi Security Forces.</p>	
<b>17 Overall cost sharing</b>		
	<p><b>Art. 5 [Property Ownership]</b></p> <p>(4) The U.S. shall be responsible for paying the costs for services requested and received in the agreed facilities and areas exclusively used by it, and both Parties shall be proportionally responsible for paying the costs for services requested and received in joint agreed facilities and areas.</p>	
<b>18 Tax and customs exemption</b>		
(a) Tax	<p><b>Art. 16 [Taxes]</b></p> <p>(1) Any taxes, duties, or fees as defined in Art. 2, para. 10, with their value determined and imposed in the territory of Iraq, shall not be imposed on goods and services purchased by or on behalf of the USF in Iraq for official use or on goods and services that have been purchased in Iraq on behalf of the USF.</p> <p>(2) Fs and MCCs shall not be responsible for payment of any tax, duty, or fee that has its value determined and imposed in the territory of Iraq, unless in return for services requested and received.</p>	
(b) Customs		
<b>19 Foreign exchange controls</b>		
(a) Foreign exchange controls	<p><b>Art. 20 [Currency and foreign exchange]</b></p> <p>(1) The USF shall have the right to use any amount of cash in U.S. currency or financial instruments with a designated value in U.S. currency exclusively for the purposes of this Agreement. Use of Iraqi currency and special banks by the USF shall be in accordance with Iraqi laws.</p> <p>(2) The USF may not export Iraqi currency from Iraq, and shall take measures to ensure that MFs, MCCs, and U.S. contractors and U.S. contractor employees do not export Iraqi currency from Iraq.</p>	
(b) Military payment certificate		
<b>20 The applicability of SOFA to wartime condition</b>		
<b>21 Settlement of disputes and features of administrative body for SOFA implementation</b>		
	<p><b>Art. 23 [Implementation]</b></p> <p>Implementation of this Agreement and the settlement of disputes arising from the interpretation and application thereof shall be vested in the following</p>	

	<p>(1) Joint Ministerial Committee shall be established with participation at the Ministerial level determined by both Parties. The Joint Ministerial Committee shall deal with issues that are fundamental to the interpretation and implementation of this Agreement.</p> <p>(2) The Joint Ministerial Committee shall establish a JMOCC consisting of representatives from both Parties. The JMOCC shall be co-chaired by representatives of each Party.</p> <p>(3) The Joint Ministerial Committee shall also establish a Joint Committee consisting of representatives to be determined by both Parties. The Joint Committee shall be co-chaired by representatives of each Party, and shall deal with all issues related to this Agreement outside the exclusive competence of the JMOCC.</p> <p>(4) n accordance with para. 3 of this Art., the Joint Committee shall establish Joint Sub-Committees in different areas to consider the issues arising under this Agreement according to their competencies.</p>	
	<p><b>Art. 29 [Implementing Mechanisms]</b> Whenever the need arises, the Parties shall establish appropriate mechanisms for implementation of Articles of this Agreement, including those that do not contain specific implementation mechanisms.</p>	
<b>22 Revision of the agreement</b>		
	<p><b>Art. 30 [The Period for which the Agreement is Effective]</b> (2) This Agreement shall be amended only with the official agreement of the Parties in writing and in accordance with the constitutional procedures in effect in both countries.</p>	
<b>23 Ratification and Accession</b>		
	<p><b>Art. 30 [The Period for which the Agreement is Effective]</b> (4) This Agreement shall enter into force on January 1, 2009, following an exchange of diplomatic notes confirming that the actions by the Parties necessary to bring the Agreement into force in accordance with each Party's respective constitutional procedures have been completed</p>	
<b>24 Termination or denunciation</b>		
	<p><b>Art. 25 [Measures to Terminate the Application of Chapter VII to Iraq]</b> Acknowledging the right of the GOI not to request renewal of the Chapter VII authorization for and mandate of the multinational forces contained in United Nations Security Council Resolution 1790 (2007) that ends on December 31,2008;</p> <p>Taking note of the letters to the UN Security Council from the Prime Minister of Iraq and the Secretary of State of the U.S. dated December 7 and December 10, 2007, respectively, which are annexed to Resolution 1790;</p> <p>Taking note of section 3 of the Declaration of Principles for a Long-Term Relationship of Cooperation and Friendship, signed by the President of the U.S. and the Prime Minister of Iraq on November 26, 2007, which memorialized Iraq's call for extension of the above-mentioned mandate for a final period, to end not later than December 31,2008:</p>	

	<p>Recognizing also the dramatic and positive developments in Iraq, and noting that the situation in Iraq is fundamentally different than that which existed when the UN Security Council adopted Resolution 661 in 1990, and in particular that the threat to international peace and security posed by the GOI no longer exists, the Parties affirm in this regard that with the termination on December 31, 2008 of the Chapter VII mandate and authorization for the multinational force contained in Resolution 1790, Iraq should return to the legal and international standing that it enjoyed prior to the adoption of UN Security Council Resolution 661 (1990), and that the U.S. shall use its best efforts to help Iraq take the steps necessary to achieve this by December 31, 2008.</p>	
	<p><b>Art. 30 [The Period for which the Agreement is Effective]</b></p> <p>(1) This Agreement shall be effective for a period of three years, unless terminated sooner by either Party pursuant to para. 3 of this Art.</p> <p>(3) This Agreement shall terminate one year after a Party provides written notification to the other Party to that effect.</p>	
<b>25 Territorial applicability (including colonial territories)</b>		
	<p><b>Art 27 [Deterrence of Security Threat]</b></p> <p><i>Para.s (1) and (2) designate the Agreement is effect within Iraqi sovereign territory and para. (3) states that:</i></p> <p>Iraqi land, sea, and air shall not be used as a launching or transit point for attacks against other countries.</p>	
<b>26 Authentic language</b>	Arabic and English	



## Appendix B-6 The Italy SOFA

### [Main agreements of SOFA]

#### NATO SOFA

#### **Memorandum of Understanding Between the Ministry of Defense of the Republic of Italy and the Department of Defense of the United States of America Concerning Use of Installations/Infrastructure by U.S. Forces in Italy**

(signed at Rome February 2, 1995, Entered into force February 2, 1995) (Abbreviated as MOU) TIAS 12317

#### **[Annex "A"] Model Technical Arrangement on Implementing Procedures Between The United States Department of Defense and the Italian Ministry of Defense Concerning Use of Installations and/or Infrastructure** (Abbreviated as TA)

#### **[Annex "B"] Procedures To Be Followed For Relinquishment of Installations and/or Infrastructure**

(Annex B designates detailed procedures for relinquishment and residual value compensation related to installations.)

### [Key Features of the Italy SOFA]

**PREAMBLE:** Acknowledging the fact that it is advisable to have a single TA providing implementing procedures for each installation and/or infrastructure, and that it is necessary to arrive at a procedure defining the proper way to return infrastructure and determine residual value;

**Art. III (para. 1):** The Model TA attached to this MOU as An. A shall be used as the format for the TAs at each installation used by U.S. Forces in Italy. These TAs will establish procedures for implementation of the BIA, and such other multilateral and bilateral agreements between the two governments as may be relevant. The arrangements shall contain technical procedures for operation of each individual installation.

**Art. III [Applicability and Scope] of An. A:** This TA applies to the military forces of..., members of the force, the civilian component and their dependents, assigned to or operating at... in Italy.

### [Abbreviation]

*See Abbreviations at the front page of this dissertation.*

<Specific Terms in Italian MOU>	
An: Annex	SMA: Italian Air Force General Staff
BIA: Agreement Between the Parties Regarding	SME: Italian Army General Staff
Bilateral Infrastructure in Implementation of the North	SMM: Italian Navy General Staff
Atlantic Treaty (1954)	TA: Technical Arrangement
DOD USA: Department of Defense of the USA	USAFE: U.S. Air Force Europe
IDGS: Italian Defense General Staff	USAREUR: U.S. Army Europe
IAFs: Italian Armed Forces	USCOM: U.S. Commander
ITCOM: Italian Commander	USEUCOM: U.S. European Command
MODIT: Italian Ministry of Defense	USG: Government of the USA or USA Government
MOU: Memorandum of Understanding	USNAVEUR: U.S. Navy Europe

**[Definition of terms]**

NATO SOFA	Memorandum of Understanding
<p><b>NATO SOFA Art. I: [Definitions]</b></p> <p>a. 'force' means the personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in the North Atlantic Treaty area in connexion with their official duties, provided that the two Contracting Parties concerned may agree that certain individuals, units or formations shall not be regarded as constituting or included in a 'force' for the purpose of the present Agreement</p> <p>b. 'civilian component' means the civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located.</p> <p>c. 'dependent' means the spouse of a member of a force or a civilian component, or a child of such member depending on him or her for support;</p> <p>d. 'sending State' means the Contracting Party to which the force belongs</p>	<p><b>An. A Art. IV [Definitions and abbreviations]</b></p> <p>"Force" means personnel belonging to the Armed Forces as contemplated in Article I (1.a.) of the NATO SOFA.</p> <p>"Civilian component" means all the civilian personnel having a relationship to the U.S. Forces as provided in Article I (1 .b.) of the NATO SOFA. In the Italian language version of this document the term "civilian element" is used with the same meaning.</p> <p>"Civilian personnel" are those personnel contemplated in Art. 6 of the BIA which covers, in addition to the "civilian component" of a force, persons such as those listed below, who are closely affiliated with the U.S. Armed Forces and under their authority, but not employed directly by them, on the condition that the presence of such persons in Italy is recognized by both governments as necessary in connection with the functioning of the installations:</p> <ul style="list-style-type: none"> <li>Employees of other U.S. Government Departments;</li> <li>. Essential personnel of the USO, Schools, Post Exchanges, Commissaries, Credit Unions and Red Cross;</li> <li>. Technical representatives of firms having special relations with the U.S. Armed Forces, when such persons come to Italy for other than temporary visits.</li> </ul>

<p>e. 'receiving State' means the Contracting Party in the territory of which the force or civilian component is located, whether it be stationed there or passing in transit</p> <p>f. 'military authorities of the sending State' means those authorities of a sending State who are empowered by its law to enforce the military law of that State with respect to members of its forces or civilian components</p> <p>g. 'North Atlantic Council' means the Council established by Article 9 of the North Atlantic Treaty or any of its subsidiary bodies authorised to act on its behalf.</p>	
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Items to be compared	NATO SOFA	Memorandum of Understanding	
<b>1 Existence of security alliance</b>			Y
<b>2 Structure of alliance</b>	Multi-lateral		M
<b>3 Respect for the law of the receiving state</b>			
	<p><b>Art. II: [Law of the receiving state]</b></p> <p>It is the duty of a force and its civilian component and the members thereof as well as their dependents to respect the law of the receiving State, and to abstain from any activity inconsistent with the spirit of the present Agreement, and, in particular, from any political activity in the receiving State. It is also the duty of the sending State to take necessary of measures to that end.</p>	<p><b>MOU Art. I</b></p> <p>(para. 1) The Parties shall maintain and develop cooperative relations aiming at common defense, peace and security in accordance with the principles of mutual benefit and respect for the sovereignty of both nations.</p>	
<b>4 Entry and departure of foreign military personnel with relaxation of the customary immigration procedures</b>			
(a) Identification	<p><b>Art. III: [Entry and Departure]</b></p> <p>&lt;summary of para. 1, 2, 3, and 5&gt;</p> <p>(para.1) On the conditions specified in paragraph 2 of this Article and subject to compliance with the formalities established by the receiving State relating to entry and departure of a force or the members thereof, such members shall be exempt from passport and visa regulations and immigration inspection on entering or leaving the territory of a receiving State. They shall also be exempt from the regulations of the receiving State on the registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in the territories of the receiving State.</p>		

	(para. 2) [Required documents]: (sub-para.a) Personal identity card, or (sub-para. b) individual or collective movement order. (para. 3) Members of civilian component and dependents shall be so described in their passports.		
(b) Frontier crossings	(Para 2) The following documents only will be required on demand. (sub-para. a) Personal identity card issued by the sending state. (sub-para. b) Individual or collective movement order in the language of the sending state and in English and French. The receiving State may require a movement order to be countersigned by its appropriate representative.		
(c ) Registration and Aliens Control	(Para.1) They shall also be exempt from the regulation on the registration and aliens control.		
(d) Residence and Settlement	(para.1) They shall not be considered as acquiring any right to permanent residence or domicile in the receiving state.		
(e) Expulsions and Removal	(para. 4) The sending state shall inform the receiving state such particulars if member of a force or of a civilian component leaves the employ and is not repatriated and any member absented himself for more than twenty-one days.  (para. 5) If the receiving State has requested the removal of a member of a force or civilian component or has made an expulsion order against an ex-member of a force or of a civilian component or against a dependent of a member or ex-member, the sending State shall be responsible for receiving the person concerned within their own territory or otherwise disposing of him outside the receiving State. Applicable only to persons who are not nationals of the receiving State and have entered the receiving State as members of a force or civilian component or for the purpose of becoming such members, and to the dependents of such persons.		
<b>5 Vehicles and Driving License or Permit</b>			
(a) Driving Permit (DRP)	<b>Art IV: [Driving Permit]</b> The receiving State shall either a.) accept as valid, without a driving test or fee, the driving permit or license or military driving permit issued by the sending State or a subdivision thereof to a member of a force or of a civilian component; or	<b>An. A Sec. XVI [Air/Surface Transportation and Related Activities]</b> (para. 4) U.S. Authorities are authorized to issue private vehicle driver licenses (with Italian translation) to MFs and/or MCCs and DPs, after having ascertained their driving capability and their knowledge of the Italian traffic rules.	

	b.) issue its own driving permit or license to any member of a force or civilian component who holds a driving permit or license or military driving permit issued by the sending State or a sub-division thereof, provided that no driving test shall be required.		
(b) Registration and Licensing of Vehicles, Vessels, and Aircraft	<b>Art. V: [Uniform, Service Vehicles]</b> (para. 2) Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark. NO other specific provisions.	<b>An. A Sec. XVI [Air/Surface Transportation and Related Activities]</b> (para. 3) AFs are authorized to register private vehicles owned by MFs and/or MCCs and DPs, and to issue license plates. Before a vehicle is licensed, AFs will ascertain that it has liability insurance, as provided by Italian law.	
(c) Third Party Liability Insurance of Private Motor Vehicles, Trailers and Aircraft	<b>No Provisions in NATO SOFA</b>	Stated in (para. 3)	
<b>6 Carrying Arms (and Uniform)</b>			
	Art. VI: [Arms] Members of a force may possess and carry arms, on condition that they are authorized to do so by their orders. The authorities of the sending State shall give sympathetic consideration to requests from the receiving State concerning this matter.		
<b>7 Police power (Military Police of the sending state and the Police of the receiving state) and the protection of the bases and information</b>			
(a) Within the bases	<b>Art. VII para 10 (a)</b> Regularly constituted military units or formations of a force shall have the right to police any camps, establishments or other premises which they occupy as the result of an agreement with the receiving State. The military police of the force may take all appropriate measures to ensure the maintenance of order and security on such premises.	<b>An. A Sec. XV [Security and Police Responsibilities]</b> (para. 1) The ITCOM is responsible for security of the installation and discharges military police tasks towards the Italian military/civilian personnel according to national law. In coordination with the USCOM, who bears independent responsibility for the safety and security of his own personnel and equipment, the ITCOM issues appropriate directives for the security of the entire installation and establishes access procedures and will issue passes for entry into the installation if such procedures are deemed appropriate by the two commanders. The USCOM may be requested to support this operation with U.S. personnel and vehicles.	

		<p>(para. 2) To accomplish his tasks and as guarantor for Italian sovereignty, the ITCOM has access to all areas and facilities. Procedures for access to limited and well defined U.S. classified areas, as agreed by the Parties, are specified in Annex.... The same right is granted, when authorized by the ITCOM, to the Italian military personnel tasked to accomplish military police duties (Carabinieri for the IAFs) inside the installation.</p> <p>(para. 4) In accordance with Art. VII, para. 10 a. and b. of the NATO SOFA regarding the status of NATO Forces, the USCOM exercises his police rights on the land areas and infrastructure therein, used by the U.S. Forces pursuant to agreement with the ARs. To discharge this function he may take, in coordination with the ITCOM responsible for issuing directives in</p> <p>accordance with para. 1 above, all measures necessary to assure and maintain order and security within the area and infrastructure assigned to and among the U.S. Forces, consistent with applicable Italian law. Police authority granted to the USCOM may be coordinated with the ITCOM to ensure that it is exercised in accordance with the general principles governing police activities in Italian territory, without prejudice to national sovereignty.</p>	
(b) Outside of the bases	<p><b>Art. VII para 10 (b) )</b> Outside these premises, such military police shall be employed only subject to arrangements with the authorities of the receiving State and in liaison with those authorities, and in so far as such employment is necessary to maintain discipline and order among the members of the force.</p>	<p><b>An. A Sec. XV [Security and Police Responsibilities]</b></p> <p>(para. 3) Responsibility for external security of the installation is assigned exclusively to the ARs. Said external security is assured by the Authorities responsible for public order and security, in coordination with the competent territorial Military Command and the ITCOM.</p> <p>(para. 5) Military police activities by the U.S. Forces outside the installation are subordinated to agreements with and in liaison with the Italian national Authorities, as long as such activities are necessary to maintain order and discipline among U.S. personnel.</p>	

(c ) Protection of the bases and information	<p><b>Art. VII</b> (para. 11) Each Contracting Party shall seek such legislation as it deems necessary to ensure the adequate security and protection within its territory of installations, equipment, property, records and official information of other Contracting Parties, and the punishment of persons who may contravene laws enacted for that purpose.</p>		
<b>8 Jurisdiction (1) The definition of persons covered by SOFA - Who is to be protected under SOFA -</b>			
	<p><b>Art. I: [Definition]</b> (summary)  <b>Force:</b> The personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in connection with their official duties. (certain individuals, units or formations shall not be regarded as constituting or included in a 'force')   <b>Civilian Component:</b> The civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located.  <b>Dependent:</b> The spouse of a member of a force or of a civilian component, or a child of such member depending on him or her for support.</p>	<p><b>An. A Sec. VIII [Personnel]</b> (para. 1) The NATO SOFA and the implementing agreements listed in the references regulate the status of U.S. Forces in Italy, as well as the status of MFs, MCCs, and DPs whose presence in Italy is in furtherance of the objectives of this TA and the Agreements listed in the references.</p>	
<b>9 Jurisdiction (2) Jurisdictional Decision</b>			
(a) Exclusive jurisdiction	<p><b>Art. VII: [Jurisdiction, Military Police]</b> (para. 1) Subject to the provisions of this Article,  a. the military authorities of the sending State shall have the right to exercise within the receiving State all criminal and disciplinary jurisdiction conferred on them by the law of the sending State over all persons subject to the military law of that State;  b. the authorities of the receiving State shall have jurisdiction over the members of a force or civilian component and their dependents with respect to offences committed within the territory of the receiving State and punishable by the law of that State.</p>		

	<p>(para. 2) a. The military authorities of the sending State shall have the right to exercise exclusive jurisdiction over persons subject to the military law of that State with respect to offences, including offences relating to its security, punishable by the law of the sending State, but not by the law of the receiving State.</p> <p>b. The authorities of the receiving State shall have the right to exercise exclusive jurisdiction over members of a force or civilian component and their dependents with respect to offences, including offences relating to the security of that State, punishable by its law but not by the law of the sending state.</p> <p>c. (Specification of a security offence)</p>		
(b) Concurrent jurisdiction	<p>(para. 3) In case where the right to exercise jurisdiction is concurrent the following rules shall apply:</p> <p>a. The military authorities of the sending State shall have the primary right to exercise jurisdiction over a member of a force or of a civilian component in relation to</p> <p>(i) offences solely against the property or security of that State, or offences solely against the person or property of another member of the force or civilian component of that State or of a dependent;</p> <p>(ii) offences arising out of any act or omission done in the performance of official duty.</p> <p>b. In the case of any other offence the authorities of the receiving State shall have the primary right to exercise jurisdiction.</p>		
(c) Waiver of jurisdiction	<p>c. (of para. 3) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other state considers such waiver to be of particular importance.</p>		
<b>10 Differences in the right of the accused: arrest, custody, and related issues</b>			
(a) Arrest, custody, and investigation	<p>(para. 5) a. The authorities of the receiving and sending states shall assist each other in the arrest of members of a force or civilian component or their dependents in the territory of the receiving State and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.</p>		



	<p>b. The authorities of the receiving State shall notify promptly the military authorities of the sending State of the arrest of any member of a force or civilian component or a dependent.</p> <p>c. The custody of an accused member of a force or civilian component over whom the receiving state is to exercise jurisdiction shall, if he is in the hands of the sending State, remain with that State until he is charged by the receiving State.</p> <p>(para. 6) a. The authorities of the receiving and sending States shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.</p> <p>b. The authorities of the Contracting parties shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.</p>		
(b) Death penalty	(para. 7) a. A death sentence shall not be carried out in the receiving State by the authorities of the sending State if the legislation of the receiving state does not provide for such punishment in a similar case.		
(c) Serving a sentence	(para. 7) b. The authorities of the receiving State shall give sympathetic consideration to a request from the authorities of the sending State for assistance in carrying out a sentence of imprisonment pronounced by the authorities of the sending State under the provision of this Article within the territory of the receiving State.		

(d) Trial	<p>(para. 8) Where an accused has been tried in accordance with the provisions of this Article by the authorities of one Contracting Party and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offence within the same territory by the authorities of another Contracting Party. However, nothing in this paragraph shall prevent the military authorities of the sending State from trying a member of its force for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of another Contracting Party.</p> <p>(para. 9) Whenever a member of a force or civilian component of a dependent is prosecuted under the jurisdiction of a receiving State he shall be entitled:</p> <p>(a) o a prompt and speedy trial;</p> <p>(b) o be informed, in advance of trial, of the specific charge or charges made against him;</p> <p>(c) to be confronted with the witnesses against him;</p> <p>(d) o have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of the receiving State;</p> <p>(e) o have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in the receiving State;</p> <p>(f) f he considers it necessary, to have the services of a competent interpreter; and</p> <p>(g) o communicate with a representative of the Government of the sending State and when the rules of the court permit, to have such a representative present at his trial.</p>		
<b>11 Administrative jurisdiction</b>			
	<p><u>No specific provisions</u> except a general rule of 'respecting the law of the receiving state' (Art. II). The bottom line is that the personnel are subject to all applicable laws of a receiving state except as otherwise provided in the agreement. However, it is obscure with regard to stationing forces themselves.</p>		

(a) Environment protection		<p><b>An. A Sec. VI [Command]</b></p> <p>(para. 5) In order to comply with his responsibilities, the ITCOM has free access, with no restrictions, except as provided in the following Section XV, to all areas of the installation. The ITCOM will intervene to have the USCOM immediately interrupt U.S. activities which clearly endanger life or public health. Upon notification of the danger, the USCOM will promptly investigate and consult with the ITCOM concerning the situation. Either commander may refer a matter in dispute, or one not susceptible to local resolution, to higher authority for resolution.</p>	
		<p><b>An. A Sec. X [Utility Services]</b></p> <p>(para. 2) The Italian Ministry of Defense will provide for disposal on the outside perimeter of the installation of all waste products. The USCOM is responsible to insure that disposal in U.S. processing plants is done consistent with applicable Italian standards on waste products.</p> <p>(para. 3)</p> <p>The U.S. Command will provide for disposal of toxic/harmful waste, generated by the U.S. Forces, consistent with current Italian standards and applicable international agreements.</p> <p>(para. 4)</p> <p>In accordance with the provisions of Section VI, para. 5, the ITCOM reserves the right to notify the USCOM of perceived violations of applicable standards for disposal of waste. Upon notification of a perceived violation, the USCOM will promptly investigate and inform the ITCOM of steps taken to remedy the situation or of the propriety of the method applied. Either commander may refer a matter to higher authority for resolution.</p>	
(b) Health and Sanitation	<p><b>Art. IX: [Goods and Services]</b></p> <p>(para. 5) When a force or a civilian component has at the place where it is stationed inadequate medical or dental facilities, its members and their dependents may receive medical and dental care, including hospitalization, under the same conditions as comparable personnel of the receiving State.</p>		

(c) Employment and labor law	<p><b>Art. IX: [Goods and Services]</b> para. 4</p> <p>Local civilian labour requirements of a force or civilian component shall be satisfied in the same way as the comparable requirements of the receiving State and with the assistance of the authorities of the receiving State through the employment exchanges. The conditions of employment and work, in particular wages, supplementary payments and conditions for the protection of workers, shall be those laid down by the legislation of the receiving State. Such civilian workers employed by a force or civilian component shall not be regarded for any purpose as being members of that force or civilian component.</p>	<p><b>An. A Sec. VIII [Personnel]</b></p> <p>(para. 2) In accordance with Art. IX, para. 4 of the NATO SOFA, the conditions of employment and work for local civilian labor, in particular wages, supplementary payments, and conditions for the protection of workers, shall be consistent with the laws of Italy.</p> <p>(para. 3) In accordance with the NATO SOFA and other bilateral agreements, the U.S. command shall withhold social security benefits for local civilian labor, through appropriate social security institutions, to include deduction from wages for income tax payments to Italy, in accordance with current Italian law.</p>	
(d) Traffic (or Movement)	<p><u>No specific provisions</u> except a general rule of 'respecting the law of the receiving state' (Art. II). Art. V-para.2 merely states "Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark."</p>	<p><b>An. A Sec. XVI [Air/Surface Transportation and Related Activities]</b></p> <p>(Summary of para. 1) U.S. Force has the authority to use military aircraft and civilian aircraft to load and unload personnel, equipment and supplies related to the operational activities. The USCOM will notify in advance the ITCOM of any aircraft deployment, including temporary deployments, in accordance with the provisions of Sec. VI. by providing the ITCOM with a copy of the relevant ICAO flight plan.</p> <p>(para. 2) Properly registered vehicles belonging to the U.S. Force can freely circulate on Italian territory in respect of Italian traffic regulations. The Italian Commander will be advised in advance of convoy movements so that actions necessary to coordinate the movement with the competent Authorities can be taken.</p> <p>(para. 5) Movements and transfers of hazardous materiel (fuel, explosives, weapons) and cargo/ways of transportation of any kind, requiring caution, as external cargo delivery, involving air space, territorial and/or intercoastal waters, Italian railways and/or roadways, shall be coordinated with the ITCOM in order to verify its conformity to Italian legislation.</p>	

(e) Post	<b>Art. XI: [Customs]</b> Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with para. 2 b. of Art. III. This movement order shall show the number of dispatches carried and certify that they contain only official documents.		
(f) Telecommunications			
<b>12 Claims</b>			
(b) Waiver and settlement of claims	<b>Art. VIII: [Claims]</b> (para. 1) 1. Each Contracting Party waives all its claims against any other Contracting Party for damage to any property owned by it and used by its land; sea or air armed services, if such damage: (i) was caused by a member or an employee of the armed services of the other Contracting Party in the execution of his duties in connection with the operation of the North Atlantic Treaty; or  (ii) arose from the use of any vehicle, vessel or aircraft owned by the other Contracting Party and used by its armed services, provided either that the vehicle, vessel or aircraft causing the damage was being used in connection with the operation of the North Atlantic Treaty, or that the damage was caused to property being so used.  Claims for maritime salvage by one Contracting Party against any other Contracting Party shall be waived, provided that the vessel or cargo salvaged was owned by a contracting Party and being used by its armed services in connection with the operation of the North Atlantic Treaty.  (para. 2-a) In the case of damage caused or arising as stated in paragraph 1 to other property owned by a Contracting Party and located in its territory, the issue of the liability of any other Contracting Party shall be determined and the amount of damage shall be assessed, unless the Contracting Parties concerned agree otherwise, by a sole arbitrator selected in accordance with sub-paragraph b. of this paragraph. The arbitrator shall also decide any counter-claims arising out of the same incident.		

(para. 2-b) The arbitrator referred to in sub-paragraph a. above shall be selected by agreement between the Contracting Parties concerned from amongst the nationals of the receiving State who hold or have held high judicial office. If the Contracting Parties concerned are unable, within two months, to agree upon the arbitrator, either may request the Chairman of the North Atlantic Council Deputies to select a person with the aforesaid qualifications.

(para. 2-c) Any decision taken by the arbitrator shall be binding and conclusive upon the Contracting Parties.

(para. 2-d) The amount of any compensation awarded by the arbitrator shall be distributed in accordance with the provisions of paragraph 5 e. (i), (ii) and (iii) of this Article. (para. 2-e) The compensation of the arbitrator shall be fixed by agreement between the Contracting Parties concerned and shall, together with the necessary expenses incidental to performance of his duties, be defrayed in equal proportions by them.

(summary of para. 2-f) e. Nevertheless, each Contracting Party waives its claim in any such case where the damage is less than: (Specific figures and necessary currency adjustment among NATO signatories)

(para. 3) For the purposes of paragraphs 1 and 2 of this Article the expression "owned by a Contracting Party" in the case of a vessel includes a vessel on bare boat charter to that Contracting Party or requisitioned by it on bare boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some person other than such Contracting Party).

(para. 4) Each Contracting Party waives all its claims against any other Contracting Party for injury or death suffered by any member of its armed services while such member was engaged in the performance of his official duties.

(b) Damages to third parties	<p>(para.5) Claims (other than contractual claims and those to which paragraphs 6 or 7 of this Article apply) arising out of acts or omissions of members of a force or civilian component done in the performance of official duty, or out of any other act, omission or occurrence for which a force or civilian component is legally responsible, and causing damage in the territory of the receiving State to third parties, other than any of the Contracting Parties, shall be dealt with by the receiving State in accordance with the following provisions:</p> <p>(sub-para.a) Claims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of the receiving State with respect to claims arising from the activities of its own armed forces.</p> <p>(sub-para.b) The receiving State may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by the receiving State in its currency.</p> <p>(sub-para.c) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of the receiving State, or the final adjudication by such a tribunal denying payment, shall be binding and conclusive upon the Contracting Parties.</p> <p>(sub-para.d) Every claim paid by the receiving State shall be communicated to the sending States concerned together with full particulars and a proposed distribution in conformity with sub-paragraphs e. (i), (ii) and (iii) below. In default of a reply within two months, the proposed distribution shall be regarded as accepted.</p> <p>(sub-para.e) The cost incurred in satisfying claims pursuant to the preceding sub-paragraphs and para. 2 of this Article shall be distributed between the Contracting Parties, as follows:</p> <p>(i) Where one sending State alone is responsible, the amount awarded or adjudged shall be distributed in the proportion of 25 per cent. chargeable to the receiving State and 75 per cent. chargeable to the sending State.</p>
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	<p>(ii) Where more than one State is responsible for the damage, the amount awarded or adjudged shall be distributed equally among them: however, if the receiving State is not one of the States responsible, its contribution shall be half that of each of the sending States.</p> <p>(iii) Where the damage was caused by the armed services of the Contracting Parties and it is not possible to attribute it specifically to one or more of those armed services, the amount awarded or adjudged shall be distributed equally among the Contracting Parties concerned: however, if the receiving State is not one of the States by whose armed services the damage was caused, its contribution shall be half that of each of the sending States concerned.</p> <p>(iv) every half-year, a statement of the sums paid by the receiving State in the course of the half-yearly period in respect of every case regarding which the proposed distribution on a percentage basis has been accepted, shall be sent to the sending States concerned, together with a request for reimbursement. Such reimbursement shall be made within the shortest possible time, in the currency of the receiving State.</p> <p>(sub-para.f) In cases where the application of the provisions of sub-paragraphs b. and e. of this paragraph would cause a Contracting Party serious hardship, it may request the North Atlantic Council to arrange a settlement of a different nature.</p>		
(c) Immunity of personnel on duty	<p>(sub-para.g) A member of a force or civilian component shall not be subject to any proceedings for the enforcement of any judgment given against him in the receiving State in a matter arising from the performance of his official duties.</p> <p>(sub-para.h) Except in so far as sub-paragraph e. of this paragraph applies to claims covered by paragraph 2 of this Article, the provisions of this paragraph shall not apply to any claim arising out of or in connection with the navigation or operation of a ship or the loading, carriage, or discharge of a cargo, other than claims for death or personal injury to which paragraph 4 of this Article does not apply.</p>		



<p>(d) Damages caused by out-of-duty personnel</p>	<p>(para. 6) Claims against members of a force or civilian component arising out of tortious acts or omissions in the receiving State not done in the performance of official duty shall be dealt with in the following manner:</p> <p>a) The authorities of the receiving State shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all the circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.</p> <p>b) The report shall be delivered to the authorities of the sending State, who shall then decide without delay whether they will offer an ex gratia payment, and if so, of what amount.</p> <p>c) If an offer of ex gratia payment is made, and accepted by the claimant in full satisfaction of his claim, the authorities of the sending State shall make the payment themselves and inform the authorities of the receiving State of their decision and of the sum paid.</p> <p>d) Nothing in this paragraph shall affect the jurisdiction of the courts of the receiving State to entertain an action against a member of a force or of a civilian component unless and until there has been payment in full satisfaction of the claim.</p> <p>(para. 7) Claims arising out of the unauthorized use of any vehicle of the armed services of a sending State shall be dealt with in accordance with paragraph 6 of this Article, except in so far as the force or civilian component is legally responsible.</p>		
<p>(e) Judgment of official duty</p>	<p>(para. 8) If a dispute arises as to whether a tortious act or omission of a member of a force or civilian component was done in the performance of official duty or as to whether the use of any vehicle of the armed services of a sending State was unauthorized, the question shall be submitted to an arbitrator appointed in accordance with paragraph 2 b. of this Article, whose decision on this point shall be final and conclusive.</p>		

(f) Civil jurisdiction by the AR	<p>(para. 9) The sending State shall not claim immunity from the jurisdiction of the courts of the receiving State for members of a force or civilian component in respect of the civil jurisdiction of the courts of the receiving State except to the extent provided in paragraph 5 g. of this Article.</p> <p>(para. 10) The authorities of the sending State and of the receiving State shall co-operate in the procurement of evidence for a fair hearing and disposal of claims in regard to which the Contracting Parties are concerned.</p>		
(g) Other general issues			
<b>13 Logistic support</b>			
(a) Private consumption	<p><b>Art. IX: [Goods and Services]</b></p> <p>(para.1) Members of a force or of a civilian component and their dependents may purchase locally goods necessary for their own consumption, and such services as they need, under the same conditions as the nationals of the receiving State.</p>		
(b) Military consumption and utility services	<p>(para. 2) Goods which are required from local sources for the subsistence of a force or civilian component shall normally be purchased through the authorities which purchase such goods for the armed services of the receiving State. In order to avoid such purchases having any adverse effect on the economy of the receiving State, the competent authorities of that State shall indicate, when necessary, any articles the purchase of which should be restricted or forbidden.</p>	<p><b>An. A Sec. X [Utility Services]</b></p> <p>(para. 1) U.S. Armed Forces will be provided with the following services to satisfy operational, logistical support, and housing requirements:</p> <p>- a total of... cubic meters per day of drinking water, in accordance with current Italian regulations and in proportion to the highest number of personnel expected to be assigned to the installation, and of... cubic meters of water for services, when available. Variation to the quantity of water provided, shall be agreed when changes in availability or requirements, also temporary, occur. When availability is scarce, priority will be given to satisfy operational and logistical support requirements;</p>	

		<p>- electric power (line of... KV) to employ a power of maximum ... KW, available at... KV to the main power station of the installation.</p> <p>- charges for utilities will be based on the actual use. Where the USAFs make use of utilities which come from the outside (such as electric energy, gas, water, telecommunications, sewerage), the Italian Government, insofar as it is competent to do so and in accordance with Art. 12 of the BIA, will assure access to said services at terms no less favorable than those in force for the IAFs.</p>	
		<p><b>An. A Sec. XI [Supply of Goods and Services]</b>          (para. 1) Procurement of goods and services by the U.S. Forces shall be governed by Art. 31 of the BIA and the NATO SOFA. The U.S. and Italian commanders will cooperate to avoid that the provision of goods and services create disturbances on the local market, by examining the possibility that, when U.S. purchases are made by direct contracts, procedures similar to those used by the IAFs are adopted, including anti-mafia screening procedures.</p> <p>(para. 2) The acquisition by both Parties of any supplies, support, or services, as outlined in this Sec. and Sec. IX and X, must be done under authorized national contracting procedures or an implementing arrangement under the NATO Mutual Support Act.</p>	
(c ) Free services (Free services for MFs and MCCs)			
(d) Travelling facilities and fares	(para. 6) The receiving State shall give the most favourable consideration to requests for the grant to members of a force or of a civilian component of travelling facilities and concessions with regard to fares. These facilities and concessions will be the subject of special arrangements to be made between the Governments concerned.		

(e) Payment (for goods and services)	(para. 7) Subject to any general or particular financial arrangements between the Contracting Parties, payment in local currency for goods, accommodation and services furnished under paragraphs, 2, 3, 4 and, if necessary, 5 and 6, of this Article shall be made promptly by the authorities of the force.		
(f) Tax exemption for logistics	See <b>Art. XI [Customs]</b> below.		
<b>14 Facilities and areas for the forces of a sending state</b>			
(a) The use of facilities and areas	<p>(<b>Art. IX:</b> para. 3) Subject to agreements already in force or which may hereafter be made between the authorized representatives of the sending and receiving States, the authorities of the receiving State shall assume sole responsibility for making suitable arrangements to make available to a force or a civilian component the buildings and grounds which it requires, as well as facilities and services connected therewith.</p> <p>These agreements and arrangements shall be, as far as possible, in accordance with the regulations governing the accommodation and billeting of similar personnel of the receiving State. In the absence of a specific contract to the contrary, the laws of the receiving State shall determine the rights and obligations arising out of the occupation or use of the buildings, grounds, facilities or services.</p>	<p><b>An. A Sec. V [Use and Operation]</b></p> <p>(para. 1) The installation at... is one of the peace-time military installations, as agreed, in accordance with the BIA. The installation has been ceded in use to the U.S.A. to be employed by the latter according to the provisions of Art. 2 of said Agreement. In particular circumstances the authorities of the two countries will agree on the utilization of the installations' facilities</p> <p>granted for use to the U.S.A., by civilian activities of the Host Country. These activities, as indicated in An.... will be at no cost to the U.S. Any services provided to these civilian activities by the U.S. will be on a reimbursable basis.</p> <p>(para. 2) The installation is located in the province of..., municipality of, with an area of..., within a perimeter of... Km. The location is shown in the attached map provided by the ARs and is comprehensive of an operational area (command, communications, etc.), a logistics/support area, and a housing area. The ITCOM, with the assistance of the USCOM, will maintain a map detailing the location of the various facilities on the installation.</p>	

		<p>(para. 3) The principal use of the installation is related to:</p> <ul style="list-style-type: none"> <li>- Permanently assigned operational units;</li> <li>- Units and relative facilities, supporting the cited operational units, used for peace-time routine training activities;</li> <li>- Associated personnel (maximum approximate number). The precise number of personnel will be provided semiannually to the ITCOM or whenever requested, as indicated in An....</li> </ul> <p>(para. 4) Installations listed in Annexes ... will also be subject to this TA. These Annexes will specify the use, location, personnel and infrastructure of these installations.</p>	
		<p><b>An. A Sec. IX [Infrastructure]</b></p> <p>(para. 1) The installation includes (list those that apply):</p> <ul style="list-style-type: none"> <li>- Jointly-funded infrastructure; - NATO-funded infrastructure; - U.S.-funded infrastructure; - Italian-funded infrastructure.</li> </ul> <p>The buildings and infrastructure are classified as:</p> <ul style="list-style-type: none"> <li>- NATO or National, joint use;</li> <li>- NATO for exclusive use, U.S. or Italian;</li> <li>- National for exclusive use, U.S. or Italian.</li> </ul> <p>The areas and all the infrastructure therein, marked in different colors as indicated by the legend, are shown in detail in the attached map. Buildings and infrastructure, and their use (Italian, allied or joint) and purpose are listed in Annex.... The cited documentation (map and listing) will be kept updated by the ITCOM with the assistance of the USCOM.</p>	
(b) The right to control facilities and areas (or the rights respecting installations)	Stipulated in Art IX: para. (3) above.	<p><b>An. A Sec. VI [Command]</b></p> <p>(para. 1) The installation is placed under Italian command. The functions of such command, which will be exercised by an Italian officer, will vary according to whether the installation is jointly used or used exclusively by the USAFs. The ITCOM's jurisdiction extends throughout the installation over all the Italian personnel, military and civilian, assigned for whatever reason to the installation, and over the Italian land and infrastructure, equipment and materiel.</p>	

(para. 2) The rank of the Italian officer is established by the cognizant ARs based on his responsibilities and tasks, regardless of the rank of the senior U.S. officer assigned to the Installation.

(Summary of para. 3) The USCOM has full military command over U.S. personnel, equipment and operations. He will notify in advance the ITCOM of all significant U.S. activities, with specific reference to the operational and training activity, to the movements of materiel, weapons and civilian/military personnel, and to any events/incidents that should occur. Likewise the ITCOM will keep the USCOM informed of all significant national activities. The ITCOM will advise the USCOM if he believes U.S. activities are not respecting applicable Italian law and will immediately seek advice from higher ARs. (Last two sentences refers to the procedure of dispute resolving)

(para. 4) Permanent increases of the operational component and relative support shall be authorized by the Italian National Authorities. Temporary increases of military and civilian personnel (for training, exercises, logistical activities, transit, etc.) will be approved by the ITCOM. Temporary increase of personnel associated with operations already approved by the Government of Italy will be coordinated with the ITCOM.

(para. 5) In order to comply with his responsibilities, the ITCOM has free access, with no restrictions, except as provided in the following Section XV, to all areas of the installation. The ITCOM will intervene to have the USCOM immediately interrupt U.S. activities which clearly endanger life or public health. Upon notification of the danger, the USCOM will promptly investigate and consult with the ITCOM concerning the situation. Either commander may refer a matter in dispute, or one not susceptible to local resolution, to higher authority for resolution.

(c) Special permit and licenses in connection with use of facilities and area (or installations)		<p>(para. 6) The ITCOM is the formal representative of the installation and serves as the liaison with national authorities and the contact with local authorities and local external military and civil entities. The USCOM is not precluded from contacting local authorities on matters of interest only to the U.S. The ITCOM will coordinate, as agreed, all matters of common interest and, to this end, he will be kept constantly informed on all U.S. activities and initiatives as indicated in para. 3 above. The U.S. and Italian Commanders fulfill their representational role with equal status.</p>	
		<p><b>Summary of An. A Sec. XIV [Social and Administrative Services]</b></p> <p>(para. 1) The USAFs may establish Post offices, military finance services, bank facilities, BOQs/BEQs, messes, liquor retail sales, commissaries, base exchange stores, service stations and automotive repair shops, social centers, libraries, theaters and recreational areas; schools and other educational facilities, hospitals, dental clinics and other medical care centers.</p> <p>(para. 2) The above agencies are exempted from license fees, excise duties, sales taxes, customs duties and other import taxes on their property, activity, goods and services sold or provided. Appropriate controls will be established to prevent abuses such as selling or giving away exempted goods to people not eligible to purchase in said stores. The USCOM will be responsible for the application of such control measures and will apprise the ITCOM of their contents.</p>	
		<p><b>An. A Sec. IX [Infrastructure]</b></p> <p>(para. 5) The ITCOM, after taking into account the zoning regulations and obtaining the necessary inputs from the USCOM, shall develop a base Development Multi-year Plan, which shall be approved by the national Authorities. Required changes can be periodically submitted for the approval of the national Authorities. Copies of the proposed and approved Multi- year Plans will be provided to the USCOM.</p>	

(d) Construction		<b>An. A Sec. IX [Infrastructure]</b> (para. 4) All construction projects, including new infrastructure and improvements to infrastructure, which constitute construction as defined in Sec. IV, are subject to prior approval by the IDGS. All changes of use of buildings and infrastructure also will be authorized by the IDGS. In accordance with the BIA and subsequent agreed procedures, construction projects to be accomplished exclusively with U.S. funds will be executed by the Italy/U.S. Construction Mixed Commission.	
(e) Transfer of fixtures			
<b>15 Return (or release) of the facilities and areas (or accommodation and land)</b>			
(a) Return of facilities and areas	No specific provisions in NATO SOFA	<b>MOU Art. IV</b> In case the U.S. decides to return infrastructure to the Italian Government, coordinated procedures in compliance with Art. 25 of the BIA for release of the infrastructure and determination of "residual value" will be referred to in An. B of this Memorandum.  <b>An. A Sec. XVIII [Removable and Real Property and Residual Value]</b> (para. ) The Government of the U.S. will retain ownership of all removable property built by/for the Government of the U.S. at its own expenses, and all equipment, materiel and supplies entered into, or acquired in, Italy by/for the Government of the U.S. construction, development, operation and maintenance of installations intended for use by the U.S. These items will not be disposed of in Italy except in accord with conditions, limitations, and exclusions which will be agreed upon with the Italian Government. Additionally, the Government of the U.S. undertakes not to proceed to remove or subsequently take out from Italy any major items of equipment which may affect the functioning of the installation without consultation with the ARs.	



(b) Residual Value		(para. 2) In the event the U.S. determines the use of all or any part of the infrastructure on this installation is no longer required, it shall relinquish such infrastructure to the Italian Government in accordance with the procedures contemplated by An. B to the MOU.	
		<p><b>An. B Sec. 1</b></p> <p>With a minimum twelve-month notice, the U.S. Embassy informs Italy of its intention to relinquish a specific installation and/or infrastructure, by means of a Diplomatic Note to the Ministry of Foreign Affairs. One copy of the Diplomatic Note is sent for information to the Italian Ministry of Defense, via the Office of Defense Cooperation.</p> <p>An. B from Sec. 2 to Sec. 8 refer to the detailed procedures to be followed to relinquish installation and/or infrastructure.</p>	
		<p><b>An. B Sec. 8</b></p> <p>Once the Government of Italy has determined its interest in a specific installation and/or infrastructure within the 90 day period, residual value will be determined by mutual agreement between the two governments.</p> <p>Negotiation of residual value will be carried out by representatives of the U.S. European Command (USEUCOM) and Italian Ministry of Defense representatives.</p> <p>- Residual value will be negotiated on the basis of the data documented in the delivery paper and in addition, U.S. calculations of inflation and currency fluctuations affecting dedicated U.S. funds as listed in the delivery paper. Any outstanding issues regarding the specific installations and/or infrastructure will be mutually agreed, and legal and administrative implications will be taken into due account.</p>	
		<b>An. B Sec. 9</b> refers to the case that Italy has no interest in using returned installation and/or infrastructure.	

		<p><b>An. B Sec. 10</b></p> <p>Once residual value has been negotiated and agreed upon by both governments, a specific agreement form will be signed by the Parties. Said agreement will concern compensation to the U.S. Government of agreed residual value. The agreement form is prepared by the cognizant U.S. and Italian instrumentalities and is signed by a representative of the IAFs and a representative of the USEUCOM.</p>	
<b>16</b>	<b>Maneuvers and Training</b>		
	No Provisions in NATO SOFA.	<p><b>An. A Sec. VI</b> (Second and Third sentences of para. 3) He (U.S. Commander) will notify in advance the Italian Commander of all significant U.S. activities, with specific reference to the operational and training activity, to the movements of materiel, weapons and civilian/military personnel, and to any events/incidents that should occur. Likewise the Italian Commander will keep the U.S. Commander informed of all significant national activities. The Italian Commander will advise the US. Commander if he believes U.S. activities are not respecting applicable Italian law and will immediately seek advice from higher ARs.</p>	
		<p><b>An. A. Sec. XVII [Training/Operational Activities]</b> (para. 1) Planning and execution of all training and operational activities will be in accordance with the objectives and purposes identified in Sec. V and with respect of civil and military regulations of the host nation, which are effective in the specific area.</p> <p>(para. 2) The appropriate ARs will be notified beforehand of training/operational activities of units assigned to the installation, through the Italian Commander or his representative, for the required coordination and approval according to existing procedures. In addition, the U.S. Commander shall provide the Italian Commander the annual schedule of exercises involving units assigned or deployed on the base. Detailed procedures for said coordination and approval are indicated in Annex.....</p>	

		<p>(para. 3) Joint and/or combined training/operational activities may be conducted, after coordination with the responsible national military Authority. Any use of airports, ports or bases, as technical stops, while conducting said activity must be coordinated beforehand, in accordance with current procedures.</p> <p>(para. 4) Air traffic control is the direct responsibility of Italy in compliance with the applicable laws and according to the agreements providing for mutual cooperation in this area.</p>	
<b>17 Overall cost sharing</b>			
	No further specification in addition to Art IV: para (3).	<p><b>An. A Sec. IX [Infrastructure]</b></p> <p>(para. 2) The operation and maintenance costs for structures composing the installation are charged to the U.S. or IAFs (SME — SMM — SMA) according to their ownership and use. In case of "joint use", charges are shared proportionally to the actual use.</p> <p>(para. 3) The IAFs are responsible for repair and maintenance of "joint use" buildings and infrastructure. The ITCOM shall plan, in coordination with the USCOM, for the maintenance of all jointly used buildings and infrastructure. The user Nation is responsible for repair and maintenance of "exclusive use" buildings and infrastructure. For NATO infrastructure, current NATO directives apply.</p>	
		<p><b>An. Sec. XII [Financial Matters]</b></p> <p>(para. 1) The financial obligations of the Parties under this TA shall be subject to the authorization and appropriation of funds in accordance with respective national laws.</p> <p>(para. 2) Operational expenses of the installation are as follows:  - common, referring to common use by both nations;  - exclusive, referring to exclusive use by each nation.</p> <p>(para. 3) Common expenses are subdivided into:  - personnel costs; - operation and maintenance costs;  investment costs.</p>	-

(para. 4) Each nation will be responsible for its exclusive expenditures. Common expenses will be shared according to use. If this is not possible, an equal allocation, in proportion to the assigned Force or other agreed criteria, will apply. In accord with commonly accepted principles, each Party will be responsible for the costs of its own personnel.

(para. 5) The definition of common expenses, methods and procedures for accounting, refunds and fiscal year planning for common expenses will be agreed and included in An.... according to the following general principles:

- the ITCOM will prepare the estimated and final budget for common expenditures;

- U.S. representatives will participate in developing the budget, to include proportionate use percentage and allocation of expenses;

- the ITCOM, in coordination with the USCOM, will prepare well in advance — no later than the month of August — the estimated budget for the next fiscal year, both in the Italian and English language. The estimated budget for the following fiscal year will be reviewed and approved by both Parties in accordance with the provisions of this TA.

- The approved estimated budget will be used by the Parties to plan financial/administrative activities. If expenditures vary significantly from the approved estimated budget, a new estimated budget may be submitted for approval;

- payment of funds by the U. S. will be in Italian currency, in quarterly payments and in advance of the applicable quarter, starting on January 1 of each year;

- common expenses will be managed by the ITCOM, as provided by current Italian laws and regulations;

		<p>- a quarterly summary accounting of common expenses will be provided by the ITCOM to the USCOM no later than 30 days following the conclusion of each quarter in accordance with the provisions of An....; this quarterly accounting will provide the basis for future U.S. payments, and/or adjustments to payments previously made, in coordination with the ITCOM,</p> <p>- the format of the estimated and final budgets will be agreed between the Parties;</p> <p>- contracts made for common services will be made available to the USCOM upon request, together with technical specifications and/or documents, with the exception of patent information. With regard to modernization/improvement projects, the current NATO or bilateral procedures will apply, according to the eligibility of the project for NATO or U.S. funding. In the latter case, after authorization from Italy, the U.S. will execute the project. Exclusive expenses will be managed by each command.</p>	
<b>18 Tax and customs exemption</b>			
	<b>Art. X: [Taxes]</b>	<b>An. A Sec. XIII [Customs and Taxation Matters]</b>	
(a) Tax	(para. 1) Where the legal incidence of any form of taxation in the receiving State depends upon residence or domicile, periods during which a member of a force or civilian component is in the territory of that State by reason solely of his being a member of such force or civilian component shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation. Members of a force or civilian component shall be exempt from taxation in the receiving State on the salary and emoluments paid to them as such members by the sending State or on any tangible movable property the presence of which in the receiving State is due solely to their temporary presence there.	(para. 1) U.S. exemption from taxes and customs duties shall be regulated as provided in the NATO SOFA and the BIA, as applicable, relevant legislation, and other tax relief agreements on tax exemption between the governments.	

	<p>(para. 2) Nothing in this Article shall prevent taxation of a member of a force or civilian component with respect to any profitable enterprise, other than his employment as such member, in which he may engage in the receiving State, and, except as regards his salary and emoluments and the tangible movable property referred to in paragraph 1, nothing in this Article shall prevent taxation to which, even if regarded as having his residence or domicile outside the territory of the receiving State, such a member is liable under the law of that State.</p> <p>(para. 3) Nothing in this Article shall apply to 'duty' as defined in paragraph 12 of Article XI.</p> <p>(para. 4) For the purposes of this Article the term 'member of a force' shall not include any person who is a national of the receiving State.</p>		
	<p><b>Art. IX: [Goods and Services]</b></p> <p>(para. 8) Neither a force, nor a CC, nor the members thereof, nor their DPs, shall by reason of this Art. enjoy any exemption from taxes or duties relating to purchases and services chargeable under the fiscal regulations of the receiving State.</p>		
(b) Customs	<p><b>Art. XI: [Customs]</b></p> <p>(para. 1) 1. Save as provided expressly to the contrary in this Agreement, members of a force and of a civilian component as well as their dependents shall be subject to the laws and regulations administered by the customs authorities of the receiving State. In particular the customs authorities of the receiving State shall have the right, under the general conditions laid down by the laws and regulations of the receiving State, to search members of a force or civilian component and their dependents and to examine their luggage and vehicles, and to seize articles pursuant to such laws and regulations.</p> <p>(para. 2) a. The temporary importation and the re-exportation of service vehicles of a force or civilian component under their own power shall be authorized free of duty on presentation of a triptyque in the form shown in the Appendix to this Agreement.</p>	<p><b>An. A Sec. XIII [Customs and Taxation Matters]</b></p> <p>(para. 2) When the installation is the point of entry into the national territory, transient or residing military/civilian personnel not covered by NATO SOFA, will fall under the normal customs regulations applying to foreigners. If the transit/arrival installation is the first stop in the national territory, the USCOM will provide the list of these personnel to the local customs Authorities if available, or to the ITCOM, in accordance with procedures specified in Annex....</p>	

(para. 2) b. The temporary importation of such vehicles not under their own power shall be governed by paragraph 4 of this Article and the re-exportation thereof by paragraph 8.

(para. 2) c. Service vehicles of a force or civilian component shall be exempt from any tax payable in respect of the use of vehicles on the roads.

(para. 3) Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with paragraph 2 b. of Article III. This movement order shall show the number of despatches carried and certify that they contain only official documents.

(para. 4) A force may import free of duty the equipment for the force and reasonable quantities of provisions, supplies and other goods for the exclusive use of the force and, in cases where such use is permitted by the receiving State, its civilian component and dependents. This duty-free importation shall be subject to the deposit, at the customs office for the place of entry, together with such customs documents as shall be agreed, of a certificate in a form agreed between the receiving State and the sending State signed by a person authorized by the sending State for that purpose. The designation of the person authorised to sign the certificates as well as specimens of the signatures and stamps to be used, shall be sent to the customs administration of the receiving State.

(para. 5) A member of a force or civilian component may, at the time of his first arrival to take up service in the receiving State or at the time of the first arrival of any dependent to join him, import his personal effects and furniture free of duty for the term of such service.

(para. 6) Members of a force or civilian component may import temporarily free of duty their private motor vehicles for the personal use of themselves and their dependents. There is no obligation under this Article to grant exemption from taxes payable in respect of the use of roads by private vehicles.

(para. 7) Imports made by the authorities of a force other than for the exclusive use of that force and its civilian component, and imports, other than those dealt with in paragraphs 5 and 6 of this Article, effected by members of a force or civilian component are not, by reason of this Article, entitled to any exemption from duty or other conditions.

(para. 8) Goods which have been imported duty-free under paragraphs 2 b., 4, 5 or 6 above:

a.) May be re-exported freely, provided that, in the case of goods imported under paragraph 4, a certificate, issued in accordance with that paragraph, is presented to the customs office: the customs authorities, however, may verify that goods re-exported are as described in the certificate, if any, and have in fact been imported under the conditions of paragraphs 2 b., 4, 5 or 6 as the case may be;

b.) shall not normally be disposed of in the receiving State by way of either sale or gift: however, in particular cases such disposal may be authorized on conditions imposed by the authorities concerned of the receiving State (for instance, on payment of duty and tax and compliance with the requirements of the controls of trade and exchange).

(para. 9) Goods purchased in the receiving State shall be exported therefrom only in accordance with the regulations in force in the receiving State. (para.

10) Special arrangements for crossing frontiers shall be granted by the customs authorities to regularly constituted units or formations, provided that the customs authorities concerned have been duly notified in advance.

(para. 11) Special arrangements shall be made by the receiving State so that fuel, oil and lubricants for use in service vehicles, aircraft and vessels of a force or civilian component, may be delivered free of all duties and taxes.



(para. 12) In paragraphs 1-10 of this Article:  
'duty' means customs duties and all other duties and taxes payable on importation or exportation, as the case may be, except dues and taxes which are no more than charges for services rendered;  
'importation' includes withdrawal from customs warehouses or continuous customs custody, provided that the goods concerned have not been grown, produced or manufactured in the receiving State.

(para. 13) The provisions of this Article shall apply to the goods concerned not only when they are imported into or exported from the receiving State but also when they are in transit through the territory of a Contracting Party, and for this purpose the expression 'receiving State' in this Article shall be regarded as including any Contracting Party through whose territory the goods are passing in transit.

**Art. XII: [Conditions for customs or fiscal exemptions]**

(para. 1) The customs or fiscal authorities of the receiving State may, as a condition of the grant of any customs or fiscal exemption or concession provided for in this Agreement, require such conditions to be observed as they may deem necessary to prevent abuse.

(para.2) These authorities may refuse any exemption provided for by this Agreement in respect of the importation into the receiving State of articles grown, produced or manufactured in that State which have been exported therefrom without payment of, or upon repayment of, taxes or duties which would have been chargeable but for such exportation. Goods removed from a customs warehouse shall be deemed to be imported if they were regarded as having been exported by reason of being deposited in the warehouse.

**Art. XIII [Assistance of customs and fiscal authorities]**

(para. 1) In order to prevent offences against customs and fiscal laws regulations, the authorities of the receiving and of the sending States shall assist each other in the conduct of enquiries and the collection of evidence.

	<p>(para. 2) The authorities of a force shall render all assistance within their power to ensure that articles liable to seizure by, or on behalf of, the customs or fiscal authorities of the receiving State are handed to those authorities.</p> <p>(para. 3) The authorities of a force shall render all assistance within their power to ensure the payment of duties, taxes and penalties payable by members of the force or civilian component or their dependents.</p> <p>(para. 4) Service vehicles and articles belonging to a force or to its civilian component, and not to a member of such force or civilian component, seized by the authorities of the receiving State in connection with an offence against its customs or fiscal laws or regulations shall be handed over to the appropriate authorities of the force concerned.</p>		
<b>19 Foreign exchange controls</b>			
(a) Foreign exchange controls	<p><b>Art. XIV: [Foreign exchange regulations]</b></p> <p>(para. 1) A force, a civilian component and the members thereof, as well as their dependents, shall remain subject to the foreign exchange regulations of the sending State and shall also be subject to the regulations of the receiving State.</p> <p>(para. 2) b. The foreign exchange authorities of the sending and the receiving States may issue special regulations applicable to a force or civilian component or the members thereof as well as to their dependents.</p>		
(b) Military payment certificates or military scrip			
<b>20 The applicability of SOFA to wartime condition</b>			

	<p><b>Art. XV: [Application in the event of hostilities]</b></p> <p>(para. 1) Subject to paragraph 2 of this Article, this Agreement shall remain in force in the event of hostilities to which the North Atlantic Treaty applies, except that the provisions for settling claims in paragraphs 2 and 5 of Article VIII shall not apply to war damage, and that the provisions of the Agreement, and, in particular of Articles III and VII, shall immediately be reviewed by the Contracting Parties concerned, who may agree to such modifications as they may consider desirable regarding the application of the Agreement between them.</p> <p>(para. 2) In the event of such hostilities, each of the Contracting Parties shall have the right, by giving 60 days' notice to the other Contracting Parties, to suspend the application of any of the provisions of this Agreement so far as it is concerned. If this right is exercised, the Contracting Parties shall immediately consult with a view to agreeing on suitable provisions to replace the provisions suspended.</p>		
<b>21 Settlement of disputes and features of administrative body for SOFA implementation</b>			
	<p><b>Art. XVI: [Settlement of disputes]</b></p> <p>All differences between the Contracting Parties relating to the interpretation or application of this Agreement shall be settled by negotiation between them without recourse to any outside jurisdiction. Except where express provision is made to the contrary in this Agreement, differences which cannot be settled by direct negotiation shall be referred to the North Atlantic Council.</p>	<p><b>MOU Art. II</b></p> <p>A standing Joint Military Commission shall be established to deal with and serve to resolve questions or differences which may arise concerning the interpretation and implementation of this MOU and of relevant bilateral TAs. Proposals to amend this MOU, including Annexes A and B, which are an integral part of this MOU, will be matters for discussion by the Joint Military Commission. Composition of the Joint Military Commission and assignment of tasks will be coordinated by the Parties at a later date.</p>	
		<p><b>An. A Sec. XIX [Local Committees]</b></p> <p>The ITCOM and the USCOM may establish a Joint Committee charged with examining the local aspects of executing the TA. The Committee will receive from local authorities problems, complaints or requests for assistance and will endeavor jointly to resolve any problems locally. Issues that are beyond the competence of the local Commanders will be referred to higher authority.</p>	

		<b>An. A Sec. XX [Procedures for Mutual Cooperation]</b> Italian and U.S. authorities will assure effective cooperation in order to preserve good relations and avoid, in so far as possible, local frictions and misunderstandings which might arise in the course of the implementation of these procedures concerning the use of.....	
<b>22 Revision of the agreement</b>			
	<b>Art. XVII: [Review]</b> Any Contracting Party may at any time request the revision of any Article of this Agreement. The request shall be addressed to the North Atlantic Council.	<b>MOU Art. I</b> (para. 5) This MOU and the TAs which will be negotiated for each installation and/or infrastructure pursuant to it will not supersede nor alter the provisions of the agreements listed in the preamble of this MOU or the provisions of any other multilateral or bilateral agreements between the Parties which are not specific to a particular base or installation.	
		<b>MOU Art. V</b> (Second sentence) This MOU, including Annexes A and B, may be amended by mutual agreement of the Parties.	
		<b>MOU Art. III</b> (Fourth sentence) Changes to the TAs will be approved by the military authorities of both Parties, and may be the subject of discussion at the Joint Military Commission.	
<b>23 Ratification and Accession</b>			
	<b>Art. XVIII: [Entry into force, accession]</b> (para. 1) The present Agreement shall be ratified and the instruments of ratification shall be deposited as soon as possible with the Government of the United States of America, which shall notify each signatory State of the date of deposit thereof.  (para. 2) Thirty days after four signatory States have deposited their instruments of ratification the present Agreement shall come into force between them. It shall come into force for each other signatory State thirty days after the deposit of its instrument of ratification.		

	(para. 3) After it has come into force, the present Agreement shall, subject to the approval of the North Atlantic Council and to such conditions as it may decide, be open to accession on behalf of any State which accedes to the North Atlantic Treaty. Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America, which shall notify each signatory and acceding State of the date of deposit thereof. In respect of any State on behalf of which an instrument of accession is deposited, the present Agreement shall come into force thirty days after the date of the deposit of such instrument.		
<b>24 Termination or denunciation</b>			
	<p><b>Art. XIX: [Termination]</b></p> <p>(para. 1) The present Agreement may be denounced by any Contracting Party after the expiration of a period of four years from the date on which the Agreement comes into force.</p> <p>(para. 2) The denunciation of the Agreement by any Contracting Party shall be effected by a written notification addressed by that Contracting Party to the Government of the United States of America which shall notify all the other Contracting Parties of each such notification and the date of receipt thereof.</p> <p>(para. 3) The denunciation shall take effect one year after the receipt of the notification by the Government of the United States of America. After the expiration of this period of one year, the Agreement shall cease to be in force as regards the Contracting Party which denounces it, but shall continue in force for the remaining Contracting Parties.</p>	<p><b>MOU Art. V</b> (First sentence)</p> <p>This Memorandum of Understanding shall enter into force upon signature by representatives of the Parties and shall remain in force until it is terminated by written notice of either Party one year in advance, or by written mutual consent.</p>	
<b>25 Territorial applicability (including colonial territories)</b>			
	<p><b>Art. XX: [Metropolitan territory clause]</b></p> <p>(para. 1) Subject to the provisions of paragraphs 2 and 3 of this Article, the present Agreement shall apply only to the metropolitan territory of a Contracting Party.</p>		

	<p>(para. 2) Any State may, however, at the time of the deposit of its instrument of ratification or accession or at any time thereafter, declare by notification given to the Government of the United States of America that the present Agreement shall extend (subject, if the State making the declaration considers it to be necessary, to the conclusion of a special agreement between that State and each of the sending States concerned), to all or any of the territories for whose international relations it is responsible in the North Atlantic Treaty area. The present Agreement shall then extend to the territory or territories named therein thirty days after the receipt by the Government of the United States of America of the notification, or thirty days after the conclusion of the special agreements if required, or when it has come into force under Article XVIII, whichever is the later.</p> <p>(para. 3) A State which has made a declaration under paragraph 2 of this Article extending the present Agreement to any territory for whose international relations it is responsible may denounce the Agreement separately in respect of that territory in accordance with the provisions of Article XIX.</p>		
<b>26 Authentic language</b>	English and French	English and Italian	

## Appendix B-7 The Japan SOFA

### [Main agreements of SOFA]

#### **Treaty of Mutual Cooperation and Security between Japan and the United States of America**

(Signed on January 19, 1960) 11 UST 1632; TIAS 4509; 373 UNTS 186

#### **Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan and Agreed Minutes** (Signed on January 19, 1960 and entered into force, June 23, 1960) 11 UST 1652; TIAS 4510; 373 UNTS 248

### [Abbreviation]

*See Abbreviations at the front page of this dissertation*

### [Definition of terms]

1960 Japanese SOFA	
<b>Art. I</b>	
(a) "members of the United States armed forces" means the personnel on active duty belonging to the land, sea or air armed services of the United States of America when in the territory of Japan.	
(b) "civilian component" means the civilian persons of United States nationality who are in the employ of, serving with, or accompanying the United States armed forces in Japan, but excludes persons who are ordinarily resident in Japan or who are mentioned in paragraph 1 of Article 14. For the purposes of this Agreement only, dual nationals, Japanese and United States, who are brought to Japan by the United States shall be considered as United States nationals.	
(c) "dependents" means	
(i) Spouse, and children under 21;	
(ii) Parents, and children over 21, if dependent for over half their support upon a member of the United States armed forces or civilian component.	

Items to be compared	1960 Japanese SOFA Articles	
<b>1 Existence of security alliance</b>		Y
<b>2 Structure of alliance</b> Bi-lateral		B
<b>3 Respect for the law of the receiving state</b>		
	<b>Art. XVI [Respect for the law of Japan]</b> It is the duty of MFs, MCCs and DPs to respect the law of Japan and to abstain from any activity inconsistent with the spirit of this Agreement, and in particular, from any political activity in Japan.	
<b>4 Entry and departure of foreign military personnel with relaxation of the customary immigration procedures</b>		

(a) Identification	<p><b>Art. IX [Entry and departure of MFs, MCCs, and DPs]</b></p> <p>(para. 1) The U.S. may bring into Japan persons who are members of the USAF, the CC, and their DPs, subject to the provisions of this Art.</p> <p>(para. 2) MFs shall be exempt from Japanese passport and visa laws and regulations. MFs, the MCCs and DPs shall be exempt from Japanese laws and regulations on the registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in the territories of Japan.</p> <p>(para. 3) Upon entry into or departure from Japan MFs shall be in possession of the following documents:</p> <p>(a) personal identity card showing name, date of birth, rank and number, service, and photograph; and</p> <p>(b) individual or collective travel order certifying to the status of individual or group as a member or members of the USAF and to the travel ordered.</p> <p>For purposes of their identification while in Japan, MFs shall be in possession of the foregoing personal identity card which must be presented on request to the appropriate ARs.</p> <p>(para. 4) MCCs, their DPs, and the DPs of MFs shall be in possession of appropriate documentation issued by the ASs so that their status may be verified by ARs upon their entry into or departure from Japan, or while in Japan.</p>	
(b) Frontier crossings	<b>No provisions.</b>	
(c) Registration and Aliens Control	(first clause of second sentence of para. 2) MFs, the MCCs and DPs shall be exempt from Japanese laws and regulations on the registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in the territories of Japan.	
(d) Residence and Settlement	(second clause of second sentence of para. 2) but shall not be considered as acquiring any right to permanent residence or domicile in the territories of Japan.	
(e) Expulsions and Removal	<p>(para. 5) If the status of any person brought into Japan under para. 1 of this Art. is altered so that he would no longer be entitled to such admission, the ASs shall notify the ARs and shall, if such person be required by the ARs to leave Japan, assure that transportation from Japan will be provided within a reasonable time at no cost to the Government of Japan.</p> <p>(para. 6) If the Government of Japan has requested the removal from its territory of a MF or MCC or has made an expulsion order against an ex-member of the USAF or the CC or against a DP of a member or ex-member, the AS shall be responsible for receiving the person concerned within its own territory or otherwise disposing of him outside Japan. This paragraph shall apply only to persons who are not nationals of Japan and have entered Japan as MFs or MCCs or for the purpose of becoming such members, and to the DPs of such persons.</p> <p><b>Agreed Minute Re Art. IX</b></p> <p>The Government of Japan will be notified at regular intervals, in accordance with procedures to be agreed between the two Governments, of numbers and categories of persons entering and departing.</p>	
<b>5 Vehicles and Driving License or Permit</b>		
	<b>Art. X [Vehicles and Driving permit]</b>	



(a) Driving Permit (DRP)	(para. 1) Japan shall accept as valid, without a driving test or fee, the driving permit or license or military driving permit issued by the United States to a MF, the MCC, and DP.	
(b) Registration and Licensing of Vehicles, Vessels, and Aircraft	(para. 2) Official vehicles of the USAFs and the civilian component shall carry distinctive numbered plates or individual markings which will readily identify them.  (para. 3) Privately owned vehicles of MFs, MCCs and DPs shall carry Japanese number plates to be acquired under the same conditions as those applicable to Japanese nationals.	
(c) Third Party Liability Insurance of Private Motor Vehicles, Trailers and Aircraft	No provisions.	
<b>6 Carrying Arms (and Uniform)</b>		
	No provisions.	
<b>7 Police power (Military Police of the sending state and the Police of the receiving state) and the protection of the bases and information</b>		
(a) Within the bases	<b>Art. XVII [Criminal jurisdiction]</b> (para. 10) (a) Regularly constituted military units or formations of the USAFs shall have the right to police any facilities or areas which they use under Art. II of this Agreement. The military police of such forces may take all appropriate measures to ensure the maintenance of order and security within such facilities and areas.	
(b) Outside of the bases	<b>Art. XVII [Criminal jurisdiction]</b> (para. 10) (b) Outside these facilities and areas, such military police shall be employed only subject to arrangements with the ARs and in liaison with those authorities, and in so far as such employment is necessary to maintain discipline and order among the MFs.	
	<b>Agreed Minute Re para. 10-(a) and 10-(b) of Art. XVII</b> 1. The AFs will normally make all arrests within facilities and areas in use by and guarded under the AFs. This shall not preclude the ARs from making arrests within facilities and areas <u>in cases where the competent AFs have given consent,</u> or in cases of pursuit of a flagrant offender who has committed a serious crime.  Where persons whose arrest is desired by the ARs and who are not subject to the jurisdiction of the USAFs are within facilities and areas in use by the USAFs, the AFs will undertake, upon request, to arrest such persons. All persons arrested by the AFs, who are not subject to the jurisdiction of the USAFs, shall immediately be turned over to the ARs.  The AFs may, under due process of law, arrest in the vicinity of a facility or area any person in the commission or attempted commission of an offense against the security of that facility or area. Any such person not subject to the jurisdiction of the USAFs shall immediately be turned over to the ARs.	

	<p>2. The ARs will normally not exercise the right of search, seizure, or inspection with respect to any persons or property within facilities and areas in use by and guarded under the AFs or with respect to property of the USAFs wherever situated, except in cases where the competent AFs consent to such search, seizure, or inspection by the ARs of such search, seizure, or inspection by the ARs of such persons or property.</p> <p>Where search, seizure, or inspection with respect to persons or property within facilities and areas in use by the USAFs or with respect to property of the USAFs in Japan is desired by the ARs, the AFs will undertake, upon request, to make such search, seizure, or inspection. In the event of a judgment concerning such property, except property owned or utilized by the U.S. Government or its instrumentalities, the U.S. will turn over such property to the ARs for disposition in accordance with the judgment.</p>	
(c ) Protection of the bases and information	<p><b>Art. XXIII [Protection of the forces and property]</b> Japan and the U.S. will cooperate in taking such steps as may from time to time be necessary to ensure the security of the USAFs, the MFs, the MCCs, DPs and their property. The Government of Japan agrees to seek such legislation and to take such other action as may be necessary to ensure the adequate security and protection within its territory of installations, equipment, property, records and official information of the U.S., and for the punishment of offenders under the applicable laws of Japan.</p>	
<b>8 Jurisdiction (1) The definition of persons covered by SOFA - Who is to be protected under SOFA? -</b>		
	<p><b>Art. I [Definition of MFs, MCCs, and DPs]</b> (a) "<b>members</b> of the United States armed forces" means the personnel on active duty belonging to the land, sea or air armed services of the United States of America when in the territory of Japan. (b) "<b>civilian component</b>" means the civilian persons of United States nationality who are in the employ of, serving with, or accompanying the United States armed forces in Japan, but excludes persons who are ordinarily resident in Japan or who are mentioned in paragraph 1 of Article 14. For the purposes of this Agreement only, dual nationals, Japanese and United States, who are brought to Japan by the United States shall be considered as United States nationals. (c) "<b>dependents</b>" means (i) Spouse, and children under 21; (ii) Parents, and children over 21, if dependent for over half their support upon a member of the United States armed forces or civilian component.</p> <p><b>Art. XIV [Status of designated contractors]</b> (para. 1) Persons, including corporations organized under the laws of the U.S., and their employees who are ordinarily resident in the U.S. and whose presence in Japan is solely for the purpose of executing contracts with the U.S. for the benefit of the USAFs, and who are designated by the Government of the U.S. in accordance with the provisions of para. 2 below, shall, except as provided in this Art., be subject to the laws and regulations of Japan.</p> <p>(para. 2) The designation referred to in para. 1 above shall be made upon consultation with the Government of Japan and shall be restricted to cases where open competitive bidding is not practicable due to security considerations, to the technical qualifications of the contractors involved, or to the unavailability of materials or services required by U.S. standards, or to limitations of U.S. law.</p>	

The designation shall be withdrawn by the Government of the U.S.:

- (a) upon completion of contracts with the U.S. for the USAFs;
- (b) upon proof that such persons are engaged in business activities in Japan other than those pertaining to the USAFs; or
- (c) when such persons are engaged in practices illegal in Japan.

(para. 3) Upon certification by appropriate ASs as to their identity, such persons and their employees shall be accorded the following benefits of this Agreement:

- (a) rights of accession and movement, as provided for in Art. V, para. 2;
- (b) entry into Japan in accordance with the provisions of Art. IX;
- (c) The exemption from customs duties, and other such charges provided for in Art. XI, para. 3, for MFs, MCCs, and DPs.;
- (d) if authorized by the Government of the U.S., the right to use the services of the organizations provided for in Art. XV;

- (e) Those provided for in Art. XIX, para. 2, for MFs, MCCs, and DPs.;
- (f) if authorized by the Government of the U.S., the right to use military payment certificates, as provided for in Art. XX;
- (g) The use of postal facilities provided for in Art. XXI;
- (h) exemption from the laws and regulation of Japan with respect to terms and conditions of employment.

(para. 4) Such persons and their employees shall be so described in their passports and their arrival, departure and their residence while in Japan shall from time to time be notified by the USAFs the ARs.

(para. 5) Upon certification by an authorized officer of the USAFs, depreciable assets except houses, held, used, or transferred, by such persons and their employees exclusively for the execution of contracts referred to in para. 1 shall not be subject to taxes or similar charges of Japan.

(para. 6) Upon certification by an authorized officer of the USAFs, such persons and their employees shall be exempt from taxation in Japan on the holding, use, transfer by death, or transfer to persons or agencies entitled to tax exemption under this Agreement, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided that such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan. There is no obligation under this Art. to grant exemption from taxes payable in respect of the use of roads by private vehicles.

(para. 7) The persons and their employees referred to in para. 1 shall not be liable to pay income or corporation taxes to the Government of Japan or to any other taxing agency in Japan on any income derived under a contract made in the U.S. with the Government of the U.S. in connection with the construction, maintenance or operation of any of the facilities or areas covered by this Agreement. The provisions of this para. do not exempt such persons from payment of income or corporation taxes on income derived from Japanese sources, nor do they exempt such persons and their employees who, for U.S. income tax purposes, claim Japanese residence, from payment of Japanese taxes on income. Periods during which such persons are in Japan solely in connection with the execution of a contract with the Government of the U.S. shall not be considered periods of residence or domicile in Japan for the purposes of such taxation.

	(para. 8) ARs shall have the primary right to exercise jurisdiction over the persons and their employees referred to in para. 1 of this Art. in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the ARs decide not to exercise such jurisdiction they shall notify the AFs as soon as possible. Upon such notification the AFs shall have the right to exercise such jurisdiction over the persons referred to as is conferred on them by the law of the U.S.	
<b>9 Jurisdiction (2) Jurisdictional Decision</b>		
(a) Exclusive jurisdiction	<p><b>Art. XVII [Criminal jurisdiction]</b></p> <p>(para. 1) Subject to the provisions of this Article,</p> <p>(a) he AFs shall have the right to exercise within Japan all criminal and disciplinary jurisdiction conferred on them by the law of the U.S. over all persons subject to the military law of the U.S.;</p> <p>(b) he ARs shall have jurisdiction over the MFs, MCCs, and DPs with respect to offenses committed within the territory of Japan and punishable by the law of Japan.</p> <p>(para. 2) (a) The AFs shall have the right to exercise exclusive jurisdiction over persons subject to the military law of the U.S. with respect to offenses, including offenses relating to its security, punishable by the law of the U.S., but not by the law of Japan.</p> <p>(b) The ARs shall have the right to exercise exclusive jurisdiction over MFs, MCCs and DPs with respect to offenses, including offenses relating to the security of Japan, punishable by its law but not by the law of the U.S.</p> <p>(c) or the purposes of this para. and of para. 3 of this Art. a security offense against a State shall include</p> <p>(i) treason against the State;</p> <p>(ii) sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defense of that State.</p> <p><b>Agreed Minute Re Art XVII</b></p> <p>(Re para. 1-a and 2-a) The scope of persons subject to the military laws of the U.S. shall be communicated, through the Joint Committee, to the Government of Japan by the Government of the U.S.</p> <p>(Re para. 2-c) Both Governments shall inform each other of the details of all the security offenses mentioned in this subpara and the provisions governing such offenses in the existing laws of their respective countries.</p> <p><b>Agreed Views on Criminal Jurisdiction NO. 48 (Joint Committee)</b></p> <p>The scope of persons subject to the military law of the U.S. includes all persons referred to in Art. 2 and 3 of The Uniform Code of Military Justice of the U.S.</p> <p><b>The Uniform Code of Military Justice of the U.S. Art. 2 and 3 (PL 506, 81st Congress, 5 May 1950)</b></p> <p>In addition to MFs, Members of the National Oceanic and Atmospheric Administration, Public Health Service, and other organizations, persons serving with, employed by, or accompanying the armed forces outside the U.S., and persons within an area (<i>of the U.S. bases abroad</i>) are included. &gt;&gt; MCCs, DPs, and all other persons legitimately living within the U.S. bases may be included.</p>	

(b) Concurrent jurisdiction	<p>(para. 3) In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:</p> <p>(a) The AFs shall have the primary right to exercise jurisdiction over MFs or MCCs in relation to</p> <p>(i) offenses solely against the property or security of the U.S., or offenses solely against the person or property of another MFs or MCCs or DP's.;</p> <p>(ii) offenses arising out of any act or omission done in the performance of official duty.</p> <p>(b) In the case of any other offense the ARs shall have the primary right to exercise jurisdiction.</p>	
	<p><b>Agreed Minute Re Art XVII</b></p> <p>(Re para. 3-a-ii) Where a MF or a MCC is charged with an offense, a certificate issued by or on behalf of his commanding officer stating that the alleged offense, if committed by him, arose out of an act or omission done in the performance of official duty, <u>shall, in any judicial proceedings, be sufficient evidence of the fact</u> unless the contrary is proved. The above statement shall not be interpreted to prejudice in any way Article 318 of the Japanese Code of Criminal Procedure.</p>	
	<p><b>Agreed Views on Criminal Jurisdiction NO. 43 (Joint Committee)</b> RE: Official Duty Certificate</p> <p>..... Ordinarily such request (<i>for issuing official duty certificate</i>) will be made immediately upon notification of arrest, and only in the uncommon case in which the question of official duty status becomes an issue..... Any proof to the contrary shall be presented to the Joint Committee for consideration. Where it is considered by the Chief Prosecutor that such proof exists, immediate notification thereof will be given to the Commanding Officer who issued the certificate. Thereafter, notification will be given to the Commanding Officer within ten days as to whether or not the issue will be submitted to the Joint Committee, in order that final disposition of the case may not be unduly delayed. Any submission of such matter to the Joint Committee will be made expeditiously in every case.</p>	
(c) Waiver of jurisdiction	<p>(c of para. 3) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other State considers such waiver to be of particular importance.</p> <p><b>Agreed Minute Re Art. XVII</b></p> <p>(Re para. 3-c) 1. Mutual procedures relating to waivers of the primary right to exercise jurisdiction shall be determined by the Joint Committee.</p> <p>2. Trials of cases in which the ARs have waived the primary right to exercise jurisdiction, and trials of cases involving offenses described in para. 3 (a) (ii) committed against the State or nationals of Japan shall be held promptly in Japan within a reasonable distance from the places where the offenses are alleged to have taken place unless other arrangements are mutually agreed upon. Representatives of the ARs may be present at such trials.</p> <p>(para. 4) The foregoing provisions of this Art. shall not imply any right for the AFs to exercise jurisdiction over persons who are nationals of or ordinarily resident in Japan, unless they are MFs.</p>	

	<p><b>Agreed Minute Re Art. XVII</b>          (Re para. 4) Dual nationals, Japanese and U.S., who are subject to the military law of the U.S. and are brought to Japan by the U.S. shall not be considered as nationals of Japan, but shall be considered as U.S. nationals for the purposes of this para.</p>	
<b>10 Jurisdiction (3) Differences in the right of the accused: arrest, custody, and related issues</b>		
(a) Arrest, custody, and investigation	<p>(para. 5) (a) The ARs and the AFs shall assist each other in the arrest of MFs, MCCs, or DPs in the territory of Japan and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.</p> <p>(b) The ARs shall notify promptly the AFs of the arrest of any MF, or MCC, or a DP.</p> <p>(c) The custody of an accused MF or MCC over whom Japan is to exercise jurisdiction shall, if he is in the hands of the U.S., remain with the U.S. until he charged by Japan.</p> <p><b>Agreed Minute Re Art. XVII</b>          (Re para. 5) 1. In case the ARs have arrested an offender who is a MF, MCC, or a DP subject to the military law of the U.S. with respect to a case over which Japan has the primary right to exercise jurisdiction, the ARs will, unless they deem that there is adequate cause and necessity to retain such offender, release him to the custody of the AFs provided that he shall, on request, be made available to the ARs, if such be the condition of his release. The ASs shall, on request, transfer his custody to the ARs at the time he is indicted by the latter.</p> <p>2. The AFs shall promptly notify the ARs of the arrest of any MF, MCC, or a DP in any case in which Japan has the primary right to exercise jurisdiction.</p> <p><b>Modification: [The Japan-U. S. Joint Committee Agreement on Criminal Procedures] (October 25,1995)</b>          (1) The United States will give sympathetic consideration to any request for the transfer of custody prior to the indictment of the accused which may be made by Japan in specific cases of heinous crimes of murder or rape. The U.S. will take full account of any special views Japan may put forward in the Joint Committee as to other specific cases it believes should be considered.          (2) Japan will submit requests for the transfer of custody to the Joint Committee when it has a material interest in such case.</p> <p>(para. 6) (a) The ARs and the AFs shall assist each other in the carrying out of all necessary investigations into offenses, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offense. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.</p> <p>(b) The ARs and the AFs shall notify each other of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.</p>	
(b) Death penalty	<p>(para. 7) (a) A death sentence shall not be carried out in Japan by the AFs if the legislation of Japan does not provide for such punishment in a similar case.</p>	

(c) Serving a sentence	(para. 7) (b) The ARs shall give sympathetic consideration to a request from the AFs for assistance in carrying out a sentence of imprisonment pronounced by the AFs under the provisions of this Article within the territory of Japan.
(d) Trial	<p>(para. 8) Where an accused has been tried in accordance with the provisions of this Art. either by the ARs or the AFs and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offense within the territory of Japan by the authorities of the other State. However, nothing in this para. shall prevent the AFs from trying a MF for any violation of rules of discipline arising from an act or omission which constituted an offense for which he was tried by the ARs.</p> <p>(para. 9) Whenever a MF, a MCC, or a DP is prosecuted under the jurisdiction of Japan he shall be entitled:</p> <ul style="list-style-type: none"> <li>(a) o a prompt and speedy trial;</li> <li>(b) o be informed, in advance of trial, of the specific charge or charges made against him;</li> <li>(c) o be confronted with the witnesses against him;</li> <li>(d) o have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of Japan;</li> <li>(e) o have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in Japan;</li> <li>(f) f he considers it necessary, to have the services of a competent interpreter; and</li> <li>(g) o communicate with a representative of the Government of the United States and to have such a representative present at his trial.</li> </ul> <p><b>Agreed Minute Re Art. XVII</b></p> <p>(Re para. 9) 1. The rights enumerated in items (a) through (e) of this para. are guaranteed to all persons on trial in Japanese courts by the provisions of the Japanese Constitution. In addition to these rights, a MF, MCC, or a DP who is prosecuted under the jurisdiction of Japan shall have such other rights as are guaranteed under the laws of Japan to all persons on trial in Japanese courts. Such additional rights include the following which are guaranteed under the Japanese Constitution:</p> <ul style="list-style-type: none"> <li>(a) e shall not be arrested or detained without being at once informed of the charge against him or without the immediate privilege of counsel; nor shall he be detained without adequate cause; and upon demand of any person such cause must be immediately shown in open court in his presence and the presence of his counsel;</li> <li>(b) e shall enjoy the right to a public trial by an impartial tribunal;</li> <li>(c) He shall not be compelled to testify against himself;</li> <li>(d) e shall be permitted full opportunity to examine all witnesses;</li> <li>(e) o cruel punishments shall be imposed upon him.</li> </ul> <p>2. The ASs shall have the right upon request to have access at any time to MFs, MCCs, or DPs who are confined or detained under Japanese authority.</p> <p>3. Nothing in the provisions of para. 9 (g) concerning the presence of a representative of the U.S. Government at the trial of a MF, MCC, or a DP prosecuted under the jurisdiction of Japan, shall be so construed as to prejudice the provisions of the Japanese Constitution with respect to public trials.</p>

	(para. 12) The provisions of this Art. shall not apply to any offences committed before the entry into force of this Agreement. Such cases shall be governed by the provisions of Art. XVII of the Administrative Agreement under Art. III of the Security Treaty between Japan and the U.S. as it existed at the relevant time.	
<b>11 Administrative jurisdiction</b>		
(a) Environment protection	<p><b>Art. IV [Compensation and restoration to the original condition with regard to the facilities and areas]</b></p> <p>(para. 1) The U.S. is not obliged, when it returns facilities and areas to Japan on the expiration of this Agreement or at an earlier date, to restore the facilities and areas to the condition in which they were at the time they became available to the USAFs, or to compensate Japan in lieu of such restoration.</p> <p><b>Joint Committee agreement</b></p> <p>(Facing various problems concerning environment protection) The Environmental Subcommittee under the Joint Committee becomes responsible for dealing with environmental protection based on 'Japan Environmental Governing Standard' or JEGS (Japanese regulation). JEGS also correspond to the Management of Environmental Compliance at Overseas Installation (U.S. regulation). JEGS has experienced five time revision between 1995 and 2002. <b>(Specific contents omitted)</b></p>	
(b) Health and Sanitation		
(c) Employment and labor law	<p><b>Art. XII [Labor regulations]</b></p> <p>(para. 1) The U.S. may contract for any supplies or construction work to be furnished or undertaken in Japan for purposes of, or authorized by, this Agreement, without restriction as to choice of supplier or person who does the construction work. Such supplies or construction work may, upon agreement between the appropriate authorities of the two Governments, also be procured through the Government of Japan.</p> <p>(para. 4) Local labor requirements of USAFs and of the organizations provided for in Art. XV shall be satisfied with the assistance of the ARs.</p> <p>(para. 5) The obligations for the withholding and payment of income tax, local inhabitant tax and social security contributions, and, except as may otherwise be mutually agreed, the conditions of employment and work, such as those relating to wages and supplementary payments, the conditions for the protection of workers, and the rights of workers concerning labor relations shall be those laid down by the legislation of Japan.</p> <p>(para. 6) Should the USAFs or as appropriate an organization provided for in Art.XV dismiss a worker and a decision of a court or a Labor Relations Commission of Japan to the effect that the contract of employment has not terminated become final, the following procedures shall apply:</p> <p>(a) The USAFs or the said organization shall be informed by the Government of Japan of the decision of the court or Commission;</p> <p>(b) should the USAFs or the said organization not desire to return the worker to duty, they shall so notify the Government of Japan within seven days after being informed by the latter of the decision of the court or Commission, and may temporarily withhold the worker from duty;</p>	



	<p>(c) Upon such notification, the Government of Japan and the USAFs or the said organization shall consult together without delay with a view to finding a practical solution of the case;</p> <p>(d) Should such a solution not be reached within a period of thirty days from the date of commencement of the consultations under (c) above, the worker will not be entitled to return to duty. In such case, the Government of the U.S. shall pay to the Government of Japan an amount equal to the cost of employment of the worker for a period of time to be agreed between the two Governments.</p> <p>(para. 7) MCCs shall not be subject to Japanese laws or regulations with respect to terms and conditions of employment.</p>
	<p><b>Agreed Minute Re Art. XII</b></p> <p>4. The Government of the U.S. shall ensure that the Government of Japan is reimbursed for costs incurred under relevant contracts between appropriate ARs and the organizations provided for in Art. XV in connection with the employment of workers to be provided for such organizations.</p> <p>5. It is understood that the term "the legislation of Japan" mentioned in para. 5, Art. XII includes decisions of the courts and the Labor Relations Commissions of Japan, subject to the provisions of para. 6, Article XII.</p> <p>6. It is understood that the provisions of Art. XII, para. 6 shall apply only to discharges for security reasons including disturbing the maintenance of military discipline within the facilities and areas used by the USAFs.</p> <p>7. It is understood that the organizations referred to in Art. XV will be subject to the procedures of para. 6 on the basis of mutual agreement between the appropriate authorities.</p>
	<p><b>Exchange of Note Re para. 6 (d) of Art. XII (Summary)</b></p> <p>The period of time mentioned in this para. shall not exceed one year after the notification provided for in para. 6 (b) of Art. XII, and may be determined in the consultations under para. 6 (c) of Art. XII on the basis of mutually agreeable criteria.</p>
(d) Traffic (or Movement)	<p><b>Art. V [Departure, Entry, and Movement of vessels and aircraft]</b></p> <p>(para. 1) U.S. and foreign vessels and aircraft operated by, for, or under the control of the U.S. for official purposes shall be accorded access to any port or airport of Japan free from toll or landing charges. When cargo or passengers not accorded the exemptions of this Agreement are carried on such vessels and aircraft, notification shall be given to the appropriate ARs, and their entry into and departure from Japan shall be according to the laws and regulations of Japan.</p> <p>(para. 2) The vessels and aircraft mentioned in para. 1, U.S. Government-owned vehicles including armor, and MFs, the MCCs, and the DPs shall be accorded access to and movement between facilities and areas in use by the USAFs and between such facilities and areas and the ports or airports of Japan. Such access to and movement between facilities and areas by United States military vehicles shall be free from toll and other charges.</p> <p>(para. 3) When the vessels mentioned in para. 1 enter Japanese ports, appropriate notification shall, under normal conditions, be made to the proper ARs. Such vessels shall have freedom from compulsory pilotage, but if a pilot is taken pilotage shall be paid for at appropriate rates.</p>

	<p><b>Agreed Minute Re Art. V (Summary)</b></p> <p>1. "U.S. and foreign vessels operated for, or under the control of the U.S." mean U.S. public vessels and chartered vessels (bare boat charter, voyage charter and time charter). Space charter is not included. Commercial cargo and private passengers are carried by them only in exceptional cases.</p> <p>2. The Japanese ports mentioned herein will ordinarily mean "open ports".</p> <p>3. The exemption from making "appropriate notification" will be applicable only to exceptional cases where such is required for security of the USAFs or similar reasons.</p> <p>4. The laws and regulations of Japan will be applicable except as specifically provided otherwise in this Art.</p>	
	<p><b>Art. VI [Air traffic control and communication systems, and Cooperation on the navigation facilities for vessels and aircraft]</b></p> <p>(para. 1) All civil and military air traffic control and communications systems shall be developed in close coordination and shall be integrated to the extent necessary for fulfillment of collective security interests. Procedures, and any subsequent changes thereto, necessary to effect this coordination and integration will be established by arrangement between the appropriate authorities of the two Governments.</p>	
	<p>(para. 2) Lights and other aids to navigation of vessels and aircraft placed or established in the facilities and areas in use by USAFs and in territorial waters adjacent thereto or in the vicinity thereof shall conform to the system in use in Japan. The Japanese and U.S. authorities which have established such navigation aids shall notify each other of their positions and characteristics and shall give advance notification before making any changes in them or establishing additional navigation aids.</p>	
(e) Post	<p><b>Art. XXI [Military Post]</b></p> <p>The U.S. may establish and operate, within the facilities and areas in use by the USAFs, U.S. military post offices, for the use of MFs, the MCCs, and DPs, for the transmission of mail between U.S. military post offices in Japan and between such military post offices and other U.S. post offices.</p>	
	<p><b>Agreed Minute Re Art. XXI</b></p> <p>U.S. military post offices may be used by other officers and personnel of the U.S. Government ordinarily accorded such privileges abroad.</p>	
(f) Telecommunications	<p><b>Art. VI [Air traffic control and communication systems, and Cooperation on the navigation facilities for vessels and aircraft]</b></p> <p>(para. 1) All civil and military air traffic control and communications systems shall be developed in close coordination and shall be integrated to the extent necessary for fulfillment of collective security interests. Procedures, and any subsequent changes thereto, necessary to effect this coordination and integration will be established by arrangement between the appropriate authorities of the two Governments.</p>	
	<p><b>Art. III [Control of the facilities and areas and their vicinities]</b></p> <p>(para. 2) (<i>First sentence omitted</i>) All questions relating to frequencies, power and like matters used by apparatus employed by the U.S. designed to emit electric radiation shall be settled by arrangement between the appropriate authorities of the two Governments. The Government of Japan shall, within the scope of applicable laws and regulations, take all reasonable measures to avoid or eliminate interference with telecommunications electronics required by the USAFs.</p>	

	<p><b>Art VII [The use of public utilities and services]</b> (<i>Services include telecommunication</i>)</p> <p>The United States armed forces shall have the use of all public utilities and services belonging to, or controlled or regulated by the Government of Japan, and shall enjoy priorities in such use, under conditions no less favorable than those that may be applicable from time to time to the ministries and agencies of the Government of Japan.</p>	
<b>12 Claims</b>		
<p>(a) Waiver and settlement of claims</p>	<p><b>Art. XVIII [Claims]</b></p> <p>(para. 1) Each Party waives all its claims against the other Party for damage to any property owned by it and used by its land, sea or air defense services, if such damage</p> <p>(a) was caused by a member or an employee of the defense services of the other Party in the performance of his official duties; or</p> <p>(b) arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its defense services, provided either that the vehicle, vessel or aircraft causing the damage was being used for official purposes, or that the damage was caused to property being so used.</p> <p>Claims for maritime salvage by one Party against the other Party shall be waived, provided that the vessel or cargo salvaged was owned by a Party and being used by its defense services for official purposes.</p> <p>(para. 2) (a) In the case of damage caused or arising as stated in para. 1 to other property owned by either Party and located in Japan, issue of the liability of the other Party shall be determined and the amount of damage shall be assessed, unless the two Governments agree otherwise, by a sole arbitrator selected in accordance with sub-para. (b) of this para. The arbitrator shall also decide any counter-claims arising out of the same incident.</p> <p>(b) The arbitrator referred to in sub-para. (a) above shall be selected by agreement between the two Governments from among the nationals of Japan who hold or have held high judicial office.</p> <p>(c) Any decision taken by the arbitrator shall be binding and conclusive upon the Parties.</p> <p>(d) The amount of any compensation awarded by the arbitrator shall be distributed in accordance with the provisions of para.5 (e) (i), (ii) and (iii) of this Art.</p> <p>(e) The compensation of the arbitrator shall be fixed by agreement between the two Governments and shall together with the necessary expenses incidental to the performance of his duties, be defrayed in equal proportions by them.</p> <p>(f) nevertheless, each Party waives its claim in any such case up to the amount of 1,400 United States dollars or 504,000 yen. In the case of considerable variation in the rate of exchange between these currencies the two Governments shall agree on the appropriate adjustments of these amounts.</p> <p>(para. 3) For the purposes of para. 1 and 2 of this Art. the expression "owned by a Party" in the case of a vessel includes a vessel on bare boat charter to that Party or requisitioned by it on bare boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some person other than such Party).</p>	

	(para. 4) Each Party waives all its claims against the other Party for injury or death suffered by any member of its defense services while such member was engaged in the performance of his official duties.	
(b) Damages to third parties	<p>(para. 5) Claims (other than contractual claims and those to which para. 6 or 7 of this Art. apply) arising out of acts or omissions of members or employees of the USAFs done in the performance of official duty, or out of any other act, omission or occurrence for which the USAFs are legally responsible, and causing damage in Japan to third parties, other than the Government of Japan, shall be dealt with by Japan in accordance with the following provisions:</p> <p>(a) claims shall be filed considered and settled or adjudicated in accordance with the laws and regulations of Japan with respect to claims arising from the activities of its Self-Defense Forces.</p> <p>(b) Japan may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by Japan in yen.</p> <p>(c) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of Japan, or the final adjudication by such a tribunal denying payment, shall be binding and conclusive upon the Parties.</p> <p>(d) Every claim paid by Japan shall be communicated to the appropriate ASs together with full particulars and a proposed distribution in conformity with sub-para. (e) (i) and (ii) below. In default of a reply within two months, the proposed distribution shall be regarded as accepted.</p> <p>(e) The cost incurred in satisfying claims pursuant to the preceding sub-para.s and para. 2 of this Art. shall be distributed between the Parties as follows:</p> <p>(i) Where the U.S. alone is responsible, the amount awarded or adjudged shall be distributed in the proportion of 25 percent chargeable to Japan and 75 percent chargeable to the U.S.</p> <p>(ii) Where Japan and the U.S. are responsible for the damage, the amount awarded or adjudged shall be distributed equally between them. Where the damage was caused by the defense services of Japan or the U.S. and it is not possible to attribute it specifically to one or both of those defense services, the amount awarded or adjudged shall be distributed equally between Japan and the U.S.</p> <p>(iii) Every half-year, a statement of the sums paid by Japan in the course of the half-yearly period in respect of every case regarding which the proposed distribution on a percentage basis has been accepted, shall be sent to the appropriate ASs, together with a request for reimbursement. Such reimbursement shall be made, in yen, within the shortest possible time.</p>	
(c) Immunity of personnel on duty	<p>(f) Members or employees of the USAFs, excluding those employees who have only Japanese nationality, shall not be subject to any proceedings for the enforcement of any judgment given against them in Japan in a matter arising from the performance of their official duties.</p> <p>(g) Except in so far as sub-para. (e) of this para. applies to claims covered by para. 2 of this Art, the provisions of this para. shall not apply to any claim arising out of or in connection with the navigation or operation of a ship or the loading, carriage, or discharge of a cargo, other than claims for death or personal injury to which para. 4 of this Art. does not apply.</p>	

(d) Damages caused by out-of-duty personnel	<p>(para. 6) Claims against members or employees of the USAFs (except employees who are nationals of or ordinarily resident in Japan) arising out of tortious acts or omissions in Japan not done in the performance of official duty shall be dealt with in the following manner:</p> <p>(a) The ARs shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all the circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.</p> <p>(b) The report shall be delivered to the appropriate ASs, who shall then decide without delay whether they will offer an <i>ex gratia</i> payment, and if so, of what amount.</p> <p>(c) If an offer of <i>ex gratia</i> payment is made, and accepted by the claimant in full satisfaction of his claim, the ASs shall make the payment themselves and inform the ARs of their decision and of the sum paid.</p> <p>(d) Nothing in this para. shall affect the jurisdiction of the courts of Japan to entertain an action against a member or an employee of the USAFs unless and until there has been payment in full satisfaction of the claim.</p> <p>(para. 7) Claims arising out of the unauthorized use of any vehicle of the USAFs shall be dealt with in accordance with para. 6 of this Article, except in so far as the USAFs are legally responsible.</p>	
(e) Judgment of official duty	<p>(para. 8) If a dispute arises as to whether a tortious act or omission of a member or an employee of the USAFs was done in the performance of official duty or as to whether the use of any vehicle of the USAFs was unauthorized, the question shall be submitted to an arbitrator appointed in accordance with para. 2 (b) of the Art., whose decision on this point shall be final and conclusive.</p>	
(f) Civil jurisdiction by the AR	<p>(para. 9) (a) The U.S. shall not claim immunity from the jurisdiction of the courts of Japan for members or employees of the USAFs in respect of the civil jurisdiction of the courts of Japan except to the extent provided in para. 5 (f) of this Art.</p> <p>(b) In case any private movable property, excluding that in use by the USAFs, which is subject to compulsory execution under Japanese law, is within the facilities and areas in use by the USAFs, the ASs shall, upon the request of Japanese courts, possess and turn over such property to the ARs.</p> <p>(c) The authorities of Japan and the U.S. shall cooperate in the procurement of evidence for a fair hearing and disposal of claims under this Art.</p> <p>(para. 10) Disputes arising out of contracts concerning the procurement of materials, supplies, equipment, services, and labor by or for the USAFs, which are not resolved by the parties to the contract concerned, may be submitted to the Joint Committee for conciliation, provided that the provisions of this para. shall not prejudice any right which the parties to the contract may have to file a civil suit.</p>	
(g) Other General issues	<p>(para. 11) The term "defense services" used in this Art. is understood to mean for Japan its Self-Defense Forces and the U.S. its armed forces.</p> <p>(para. 12) Para. 2 and 5 of this Art. shall apply only to claims arising incident to non-combat activities.</p> <p>(para. 13) The provisions of this Art. shall not apply to any claims which arose before the entry into force of this Agreement. Such claims shall be dealt with by the provisions of Art. XVIII of the Administrative Agreement under Art. III of the Security Treaty between Japan and the U.S.</p>	

<b>13 Logistic support</b>		
(a) Private consumption	<b>No provisions.</b>	
(b) Military consumption and utility services	<p><b>Art. VII [The use of public utilities]</b> The USAFs shall have the use of all public utilities and services belonging to, or controlled or regulated by the Government of Japan, and shall enjoy priorities in such use, under conditions no less favorable than those that may be applicable from time to time to the ministries and agencies of the Government of Japan.</p> <p><b>Art. XII [General rules for furnishing and procurement]</b> (para. 1) The U.S. may contract for any supplies or construction work to be furnished or undertaken in Japan for purposes of, or authorized by, this Agreement, without restriction as to choice of supplier or person who does the construction work. Such supplies or construction work may, upon agreement between the appropriate authorities of the two Governments, also be procured through the Government of Japan.</p> <p>(para. 2) Materials, supplies, equipment and services which are required from local sources for the maintenance of the USAFs and the procurement of which may have an adverse effect on the economy of Japan shall be procured in coordination with, and, when desirable, through or with the assistance of, the competent ARs.</p> <p><b>Art. XV [non-appropriated fund organizations]</b> (para. 1) (a) Navy exchanges, post exchanges, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations authorized and regulated by the U.S. military authorities may be established in the facilities and areas in use by the USAFs for the use of members of such forces, the CCs, and their DPs. Except as otherwise provided in this Agreement, such organizations shall not be subject to Japanese regulations, license, fees, taxes or similar controls.</p> <p>(b) When a newspaper authorized and regulated by the U.S. military authorities is sold to the general public, it shall be subject to Japanese regulations, license, fees, taxes or similar controls so far as such circulation is concerned.</p> <p>(para. 2) No Japanese tax shall be imposed on sales of merchandise and services by such organizations, except as provided in para. 1 (b), but purchases within Japan of merchandise and supplies by such organizations shall be subject to Japanese taxes.</p> <p>(para. 3) Except as such disposal may be authorized by the Japanese and U.S. authorities in accordance with mutually agreed conditions, goods which are sold by such organizations shall not be disposed of in Japan to persons not authorized to make purchases from such organizations.</p> <p>&gt;&gt; The same provision appears in <b>Art. XII</b> para. 5.</p> <p>(para. 4) The organizations referred to in this Art. shall provide such information to the ARs as is required by Japanese tax legislation.</p> <p><b>Agreed Minute Re Art. XV</b> The facilities referred to in para. 1 may be used by other officers and personnel of the U.S. Government ordinarily accorded such privileges abroad.</p>	

(c ) Free services	<p>No provisions specified in free services.</p> <p><b>Art. VIII [Meteorological services]</b>  The Government of Japan undertakes to furnish the USAFs with the following meteorological services in accordance with arrangements between the appropriate authorities of the two Governments:</p> <p>(a) meteorological observations from land and ocean areas including observations from weather ships.  (b) climatological information including periodic summaries and the historical data of the Meteorological Agency.  (c) Telecommunications service to disseminate meteorological information required for the safe and regular operation of aircraft.  (d) ismographic data including forecasts of the estimated size of tidal waves resulting from earthquakes and areas that might be affected thereby.</p>	
(d) Travelling facilities and fares	No provisions.	
(e) Payment (for goods and services)	No provisions.	
(f) Tax exemption for logistics	<p><b>Art. XII [General rules for furnishing and procurement]</b>  (para. 3) Materials, supplies, equipment and services procured for official purposes in Japan by the USAFs, or by authorized procurement agencies of the USAFs upon appropriate certification shall be exempt from the following Japanese taxes:</p> <p>(a) commodity tax  (b) Travelling tax  (c) Gasoline tax  (d) electricity and gas tax.</p> <p>Materials, supplies, equipment and services procured for ultimate use by the USAFs shall be exempt from commodity and gasoline taxes upon appropriate certification by the USAFs. With respect to any present or future Japanese taxes not specifically referred to in this Art. which might be found to constitute a significant and readily identifiable part of the gross purchase price of materials, supplies, equipment and services procured by the USAFs, or for ultimate use by such forces, the two Governments will agree upon a procedure for granting such exemption or relief therefrom as is consistent with the purposes of this Art.</p> <p>(para. 8) Neither MFs, MCCs nor DPs shall by reason of this Art. enjoy any exemption from taxes or similar charges relating to personal purchases of goods and services in Japan chargeable under Japanese legislation.</p> <p>(para. 9) Except as such disposal may be authorized by the ARs and ASs in accordance with mutually agreed conditions, goods purchased in Japan exempt from the taxes referred to in para. 3, shall not be disposed of in Japan to persons not entitled to purchase such goods exempt from such tax.</p> <p><b>Agreed Minute Re Art. XII</b>  Sub-para. 3 of the Agreed Minute designates detailed procedures for securing exemptions from Japanese taxation.</p>	
<b>14 Facilities and areas for the forces of a sending state</b>		

<p>(a) The use of facilities and areas</p>	<p><b>Art. II [Grant, conclusion, return, and special use of facilities and areas]</b></p> <p>(para. 1) (a) The U.S. is granted, under Art. VI of the Treaty of Mutual Cooperation and Security, the use of facilities and areas in Japan. Agreements as to specific facilities and areas shall be concluded by the two Governments through the Joint Committee provided for in Art. XXV of this Agreement. "Facilities and areas" include existing furnishings, equipment and fixtures necessary to the operation of such facilities and areas.</p> <p>(b) The facilities and areas of which the U.S. has the use at the time of expiration of the Administrative Agreement under Art. III of the Security Treaty between Japan and the U.S., shall be considered as facilities and areas agreed upon between the two Governments in accordance with sub-para. (a) above.</p> <p>(para. 2) At the request of either Government, the Governments of Japan and the U.S. shall review such arrangements and may agree that such facilities and areas shall be returned to Japan or that additional facilities and areas may be provided.</p> <p>(para. 4) (a) When facilities and areas are temporarily not being used by the USAFs, the Government of Japan may make, or permit Japanese nationals to make, interim use of such facilities and areas provided that it is agreed between the two Governments through the Joint Committee that such use would not be harmful to the purposes for which the facilities and areas are normally used by the USAFs.</p> <p>(b) With respect to facilities and areas which are to be used by USAFs for limited periods of time, the Joint Committee shall specify in the agreements covering such facilities and areas the extent to which the provisions of this Agreement shall apply.</p>	
<p>(b) The right to control facilities and areas (or the rights respecting installations)</p>	<p><b>Art. III [Control of the facilities and areas and their vicinities]</b></p> <p>(para. 1) Within the facilities and areas, the U.S. may take all the measures necessary for their establishment, operation, safeguarding and control. In order to provide access for the USAFs to the facilities and areas for their support, safeguarding and control, the Government of Japan shall, at the request of the USAFs and upon consultation between the two Governments through the Joint Committee, take necessary measures within the scope of applicable laws and regulations over land, territorial waters and airspace adjacent to, or in the vicinities of the facilities and areas. The U.S. may also take necessary measures for such purposes upon consultation between the two Governments through the Joint Committee.</p> <p>(para. 2) The U.S. agrees not to take the measures referred to in para. 1 in such a manner as to interfere unnecessarily with navigation, aviation, communication, or land travel to or from or within the territories of Japan. All questions relating to frequencies, power and like matters used by apparatus employed by the U.S. designed to emit electric radiation shall be settled by arrangement between the appropriate authorities of the two Governments. The Government of Japan shall, within the scope of applicable laws and regulations, take all reasonable measures to avoid or eliminate interference with telecommunications electronics required by the USAFs.</p> <p>(para. 3) Operations in the facilities and areas in use by the USAFs shall be carried on with due regard for the public safety.</p>	
<p>(c ) Special permit and licenses in connection with the use of facilities and areas (or installations)</p>	<p>No provisions.</p>	



(d) Construction	<p><b>Art. III</b> (para. 1) Within the facilities and areas, the U.S. may take <u>all the measures</u> necessary for their establishment, operation, safeguarding and control.</p> <p><b>Agreed Minute Re para. 1 of Art. III</b></p> <p>The minute designates detailed contents of measures that may be taken by the USAFs including construction, reconstruction, removal, improvment of the facilities and areas and their vicinity. These measures may be taken without the consent of Japanese government.</p>	
(e) Transfer of fixtures	No provisions.	
<b>15 Return (or release) of the facilities and areas (or accommodation and land)</b>		
(a) Return of facilities and areas	<p><b>Art. II [Grant, conclusion, return, and special use of facilities and areas]</b></p> <p>(para. 3) The facilities and areas used by the USAFs shall be returned to Japan whenever they are no longer needed for purposes of this Agreement, and the U.S. agrees to keep the needs for facilities and areas under continual observation with a view toward such return.</p>	
(b) Residual Value	<p><b>Art. IV [Compensation and restoration to the original condition with regard to the facilities and areas]</b></p> <p>(para. 1) The U.S. is not obliged, when it returns facilities and areas to Japan on the expiration of this Agreement or at an earlier date, to restore the facilities and areas to the condition in which they were at the time they became available to the USAFs, or to compensate Japan in lieu of such restoration.</p> <p>(para. 2) Japan is not obliged to make any compensation to the U.S. for any improvements made in the facilities and areas or for the buildings or structures left thereon on the expiration of this Agreement or the earlier return of the facilities and areas.</p> <p>(para.3) The foregoing provisions shall not apply to any construction which the Government of the U.S. may undertake under special arrangements with the Government of Japan.</p>	
<b>16 Maneuvering and Training</b>		
	<p><b>No provisions.</b> <i>However, after the agreement between the Foreign Minister of Japan Kohmura Masahiko and the Secretary of Defense of the U.S. William S. Cohen in 1999, Joint Committee issued the agreed statement 'RE: Lower altitude air space training by the USAFs.' It stipulated that appropriate attention shall be paid by the USAFs for the safety of citizens and installations of Japan and the USAFs' standard regulation is in accordance with related Japanese law. However, there is no clear definition that Japanese law shall prevail over the air space of its territory.</i></p>	
<b>17 Overall cost sharing</b>		
	<p><b>Art. XXIV [Cost sharing]</b></p> <p>(para. 1) It is agreed that the U.S. will bear for the duration of this Agreement without cost to Japan all expenditures incident to the maintenance of the USAFs in Japan except those to be borne by Japan as provided in para. 2.</p> <p>(para. 2) It is agreed that Japan will furnish for the duration of this Agreement without cost to the U.S. and make compensation where appropriate to the owners and suppliers thereof all facilities and areas and rights of way, including facilities and areas jointly used such as those at airfields and ports, as provided in Art. II and III.</p>	

	(para. 3) It is agreed that arrangements will be effected between the Governments of Japan and the U.S. for accounting applicable to financial transactions arising out of this Agreement.	
	<b>Agreed Minute Re Art. XXIV</b> It is understood that nothing in this Agreement shall prevent the U.S. from utilizing, for the defrayment of expenses which are to be borne by the U.S. under this Agreement, dollar or yen funds lawfully acquired by the U.S.	
<b>18 Tax and customs exemption</b>		
(a) Tax	<b>Art. XIII [Taxation]</b> (para. 1) The USAFs shall not be subject to taxes or similar charges on property held, used or transferred by such forces in Japan.  (para. 2) MFs, MCCs, and DPs shall not be liable to pay any Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with or employment by the USAFs, or by the organizations provided for in Art. XV. The provisions of this Art. do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources, nor do they exempt U.S. citizens who for U.S. income tax purposes claim Japanese residence from payment of Japanese taxes on income. Periods during which such persons are in Japan solely by reason of being MFs, MCCs or DPs shall not be considered as periods of residence or domicile in Japan for the purpose of Japanese taxation.  (para. 3) MFs, MCCs, and DPs shall be exempt from taxation in Japan on the holding, use, transfer interse, or transfer by death of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided that such exemption shall not apply to property held for the purpose of investment or the conduct of business in Japan or to any intangible property registered in Japan. There is no obligation under this Art. to grant exemption from taxes payable in respect of the use of roads by private vehicles.	
(b) Customs	<b>Art. XI [Waiver of customs and customs inspection]</b> (para. 1) Save as provided in this Agreement, MFs, MCCs, and DPs shall be subject to the laws and regulations administered by the customs authorities of Japan.  (para. 2) All materials, supplies and equipment imported by the United States armed forces, the authorized procurement agencies of the USAFs, or by the organizations provided for in Art. XV, for the official use of the USAFs or for the use of the MFs, MCCs and DPs, and materials, supplies and equipment which are to be used exclusively by the USAFs or are ultimately to be incorporated into articles or facilities used by such forces, shall be permitted entry into Japan; such entry shall be free from customs duties and other such charges. Appropriate certification shall be made that such materials, supplies and equipment are being imported by the USAFs, the authorized procurement agencies of the USAFs, or by the organizations provided for in Art. XV, or, in the case of materials, supplies and equipment to be used exclusively by the USAFs or ultimately to be incorporated into articles or facilities used by such forces, that delivery thereof is to be taken by the USAFs for the purposes specified above.  <b>Agreed Minute Re para. 2 of Art. XI</b> 1. The quantity of goods imported under para. 2 by the organizations provided for in Art. XV for the use of the MFs, MCCs, and DPs shall be limited to the extent reasonably required for such use.	

(para. 3) Property consigned to and for the personal use of MFs, MCCs, and DPs, shall be subject to customs duties and other such charges, except that no duties or charges shall be paid with respect to:

(a) furniture and household goods for their private use imported by the MFs or MCCs when they first arrive to serve in Japan or by DPs when they first arrive for reunion with members of such forces or CC, and personal effects for private use brought by the said persons upon entrance.

(b) Vehicles and parts imported by MFs or MCCs for the private use of themselves or their DPs.

(c) reasonable quantities of clothing and household goods of a type which would ordinarily be purchased in the U.S. for everyday use for the private use of MFs, MCCs, and DPs, which are mailed into Japan through U.S. military post offices.

**Agreed Minute Re para 3-(a) of Art. XI**

2. para. 3 (a) does not require concurrent shipment of goods with travel of owner nor does it require single loading or shipment.

(para. 4) The exemptions granted in para. 2 and 3 shall apply only to cases of importation of goods and shall not be interpreted as refunding customs duties and domestic excises collected by the customs authorities at the time of entry in cases of purchases of goods on which such duties and excises have already been collected.

(para. 5) Customs examination shall not be made in the following cases:

(a) kits of USAFs under orders entering or leaving Japan;

(b) official documents under official seal and official mail in U.S. military postal channels;

(c) military cargo shipped on a U.S. Government bill of lading

**Agreed Minute Re para. 5-(c) of Art. XI**

3. The term "military cargo" as used in para. 5 (c) is not confined to arms and equipment but refers to all cargo shipped to the USAFs on a U.S. Government bill of lading, the term "military cargo" being used to distinguish cargo shipped to the USAFs from cargo shipped to other agencies of the U.S. Government.

(para. 6) Except as such disposal may be authorized by the ARs and ASs in accordance with mutually agreed conditions, goods imported into Japan free of duty shall not be disposed of in Japan to persons not entitled to import such goods free of duty.

(para. 7) Goods imported into Japan free from customs duties and other such charges pursuant to para. 2 and 3, may be re-exported free from customs duties and other such charges,

(para. 8) The USAFs, in cooperation with ARs, shall take such steps as are necessary to prevent abuse of privileges granted to the USAFs, MFs, MCCs, and DPs in accordance with this Art.

	<p>(para. 9) (a) In order to prevent offenses against laws and regulations administered by the customs authorities of the Government of Japan, the ARs and the USAFs shall assist each other in the conduct of inquiries and the collection of evidence.</p> <p>(b) The USAFs shall render all assistance within their power to ensure that articles liable to seizure by, or on behalf of, the customs authorities of the Government of Japan are handed to those authorities.</p> <p>(c) The USAFs shall render all assistance within their power to ensure the payment of duties, taxes, and penalties payable by members of such forces or of the civilian component, or their DPs.</p> <p>(d) Vehicles and articles belonging to the USAFs seized by the customs authorities of the Government of Japan in connection with an offense against its customs or fiscal laws or regulations shall be handed over to the appropriate authorities of the force concerned.</p> <p><b>Agreed Minute Re Art. XI</b></p> <p>4. The USAFs will take every practicable measure to ensure that goods will not be imported into Japan by or for the MFs, MCCs, or DPs, the entry of which would be in violation of Japanese customs laws and regulations. The USAFs will promptly notify the Japanese customs authorities whenever the entry of such goods is discovered.</p> <p><b>Agreed Minute Re Art. XI</b></p> <p>5. The Japanese customs authorities may, if they consider that there has been an abuse or infringement in connection with the entry of goods under Art. XI, take up the matter with the appropriate AFs.</p> <p><b>Agreed Minute Re para. 9-(b) and (c) of Art. XI</b></p> <p>6. The words "The USAFs shall render all assistance within their power etc." in para. 9 (b) and (c) refer to reasonable and practicable measures by the USAFs.</p>	
<b>19 Foreign exchange controls</b>		
(a) Foreign exchange controls	<p><b>Art. XIX [Foreign exchange controls]</b></p> <p>(para. 1) MFs, MCCs, and DPs, shall be subject to the foreign exchange controls of the Government of Japan.</p> <p>(para. 2) The preceding para. shall not be construed to preclude the transmission into or outside of Japan of U.S. dollars or dollar instruments representing the official funds of the U.S. or realized as a result of service or employment in connection with this Agreement by MFs and MCCs, or realized by such persons and their DPs from sources outside of Japan.</p> <p>(para. 3) The ASs shall take suitable measures to preclude the abuse of the privileges stipulated in the preceding para. or circumvention of the Japanese foreign exchange controls.</p> <p><b>Agreed Minutes Re Art. XIX (Summary)</b></p> <p>(With regard to payment to persons other than MFs, MCCs, and DPs) In these transactions the basic rate of exchange shall be used.</p>	

(b) Military payment certificate	<p><b>Art. XX [Military payment certificate]</b></p> <p>(para. 1) (a) U.S. military payment certificates denominated in dollars may be used by persons authorized by the U.S. for internal transactions within the facilities and areas in use by the USAFs. The Government of the U.S. will take appropriate action to insure that authorized personnel are prohibited from engaging in transactions involving military payment certificates except as authorized by U.S. regulations. The Government of Japan will take necessary action to prohibit unauthorized persons from engaging in transactions involving military payment certificates and with the aid of ASs will undertake to apprehend and punish any person or persons under its jurisdiction involved in the counterfeiting or uttering of counterfeit military payment certificates.</p> <p>(para. 1) (b) It is agreed that the ASs will apprehend and punish MFs, MCCs, or DPs, who tender military payment certificates to unauthorized persons and that no obligation will be due to such unauthorized persons or to the Government of Japan or its agencies from the U.S. or any of its agencies as a result of any unauthorized use of military payment certificates within Japan.</p> <p>(para. 2) In order to exercise control of military payment certificates the U.S. may designate certain American financial institutions to maintain and operate, under U.S. supervision, facilities for the use of persons authorized by the U.S. to use military payment certificates. Institutions authorized to maintain military banking facilities will establish and maintain such facilities physically separated from their Japanese commercial banking business, with personnel whose sole duty is to maintain and operate such facilities. Such facilities shall be permitted to maintain U.S. currency bank accounts and to perform all financial transaction in connection therewith including receipt and remission of funds to the extent provided by Art. 19, para. 2, of this Agreement.</p>	
<b>20 The applicability of SOFA to wartime condition</b>		
	<p><b>No provisions except with regard to the application of Art. XVII (Jurisdiction)</b></p> <p><b>Art. XVII [Jurisdiction]</b></p> <p>(para. 11) In the event of hostilities to which the provisions of Art. V of the Treaty of Mutual Cooperation and Security apply, either the Government of Japan or the Government of the U.S. shall have the right, by giving sixty days notice to the other, to suspend the application of any of the provisions of this Art. If this right is exercised, the Governments of Japan and the U.S. shall immediately consult with a view to agreeing on suitable provisions to replace the provisions suspended.</p>	
<b>21 Settlement of disputes and features of administrative body for SOFA implementation</b>		
	<p><b>Art. XXV [Joint Committee]</b></p> <p>(para. 1) A Joint Committee shall be established as the means for consultation between the Government of Japan and the Government of the U.S. on all matters requiring mutual consultation regarding the implementation of this Agreement. In particular, the Joint Committee shall serve as the means for consultation in determining the facilities and areas in Japan which are required for the use of the U.S. in carrying out the purposes of the Treaty of Mutual Cooperation and Security.</p> <p>(para. 2) The Joint Committee shall be composed of a representative of the Government of Japan and a representative of the Government of the U.S., each of whom shall have one or more deputies and staff. The Joint Committee shall determine its own procedures, and arrange for such auxiliary organs and administrative services as may be required. The Joint Committee shall be so organized that it may meet immediately at any time at the request of the representative of either the Government of Japan or the Government of the U.S.</p>	

	(para. 3) If the Joint Committee is unable to resolve any matter, it shall refer that matter to the respective Governments for further consideration through appropriate channels.	
<b>22 Revision of the agreement</b>		
	<b>Art. XXVII [Revision]</b> Either Government may at any time request the revision of any Art. of this Agreement, in which case the two Governments shall enter into negotiation through appropriate channels.	
<b>23 Ratification and Accession</b>		
	<b>Art. XXVI [Entering into force, and budgetary and legislative action]</b> (para. 1) This Agreement shall be approved by Japan and the U.S. in accordance with their legal procedures, and notes indicating such approval shall be exchanged.  (para. 2) After the procedure set forth in the preceding para. has been followed, this Agreement will enter into force on the date of coming into force of the Treaty of Mutual Cooperation and Security, at which time the Administrative Agreement under Art. III of the Security Treaty between Japan and the United States of America, signed at Tokyo on February 28, 1952, as amended, shall expire.  (para. 3) The Government of each Party to this Agreement undertakes to seek from its legislature necessary budgetary and legislative action with respect to provisions of this Agreement which require such action for their execution.	
<b>24 Termination or denunciation</b>		
	<b>Art. XXVIII [Termination]</b> This Agreement, and agreed revisions thereof, shall remain in force while the Treaty of Mutual Cooperation and Security remains in force unless earlier terminated by agreement between the two Governments.	
<b>25 Territorial applicability (including colonial territories)</b>		
	<b>No provisions.</b>	
<b>26 Authentic language</b>	English and Japanese	

## Appendix B-8 The South Korea (The Republic of Korea or ROK) SOFA

### [Main agreements of SOFA]

#### **Mutual Defense Treaty between the United States of America and the Republic of Korea**

(Signed October 1, 1953 and entered into force November 17, 1954.) 5 UST 2368; TIAS 3097; 238 UNTS 199

#### **Agreement Under Article IV of the Mutual Defense Treaty between the United States of America and the Republic of Korea**

#### **Regarding Facilities and Areas and the Status of United States Armed Forces in the Republic of Korea**

(Agreed July 9th, 1966 and entered into force February 9th, 1967) 17 UST 1677; TIAS 6127; 674 UNTS 163

#### **Amendment of January 18th, 2001 with Amendment to the Agreed Minutes and Understandings of July 9th, 1966**

#### **Agreed Views Pertaining to Facilities and Areas and the Status of United States Armed Forces in Korea**

(Signed January 18th, 2001)

### [Omissions]

1. Some provisions and contents of 1967 [SOFA, Agreed Minutes, Agreed Understanding, and Exchanged Letters] and 2001 [Amendment to SOFA and the Agreed Minutes of 1967, Understandings, and Memorandum] which are not directly related to the items to be evaluated and compared are omitted from the chart below.
2. All provisions of Agreed Views of 2001 are omitted from the chart below.

### [Abbreviations]

*See Abbreviations at the front page of this dissertation.*

### [Definition of terms]

1967 ROK SOFA (before amendment)	2001 Amendment	
<b>Art. I</b> (a) "members of the United States armed forces" means the personnel on active duty belonging to the land, sea, or air armed services of the United States of America when in the territory of the Republic of Korea except for personnel of the United States armed forces attached to the United States Embassy and personnel for whom status has been provided in the Military Advisory Group Agreement of January 26, 1950, as amended;		

	(b) "civilian component" means the civilian persons of United States nationality who are in the employ of, serving with, or accompanying the United States armed forces in the Republic of Korea, but excludes persons who are ordinarily resident in the Republic of Korea or who are mentioned in paragraph 1 of Article XV; for the purposes of this Agreement only, dual nationals, i.e., persons having the nationality of both the United States and the Republic of Korea, who are brought into the Republic of Korea by the United States shall be considered United States nationals;		
	(c) "dependents" means (i) spouse and children under 21; (ii) parents, children over 21, or others relatives dependent for over half their support upon a member of the United States armed forces or civilian component.		
Items to be compared	1967 ROK SOFA (before amendment)	2001 Amendment	
<b>1 Existence of security alliance</b>			Y
<b>2 Structure of alliance</b>	Bi-lateral		
<b>3 Respect for the law of the receiving state</b>			
	<b>Art. VII</b> It is the duty of MFs, MCCs, the persons who are present in the ROK pursuant to Article XV, and their DPs, to respect the law of the ROK and to abstain from any activity inconsistent with the spirit of, this Agreement, and, in particular, from any political activity in the ROK.		
<b>4 Entry and departure of foreign military personnel with relaxation of the customary immigration procedures</b>			
	<b>Art. VIII</b> (para. 1) The United States may bring into the ROK persons who are MFs, MCCs, and DPs, subject to the provisions of this Art. The Government of the ROK will be notified at regular intervals, in accordance with procedures to be agreed between the two Governments, of numbers and categories of persons entering and departing.		
(a) Identification	(para. 2) MFs shall be exempt from passport and visa laws and regulations of the ROK. MFs, MCCs, and DPs shall be exempt from laws and regulations of the ROK on the registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in the territory of the ROK.		



	<p>(para. 3) Upon entry into or departure from the ROK MFs shall be in possession of the following documents</p> <p>(a) personal identity card showing name, date of birth, rank and service number, service, and photograph; and (b) individual or collective travel order certifying to the status of the individual or group as a member or members of the USAFs and to the travel ordered. For purposes of their identification while in the ROK, MFs shall be in possession of the foregoing personal identity card which must be presented on request to the appropriate ARs. (para. 4) MCCs, their DPs, and the DPs of MFs shall be in possession of appropriate documentation issued by the ASs so that their status may be verified by the ARs upon their entry into or departure from the ROK while in the ROK.</p>	
(b) Frontier crossings	<b>No provisions.</b>	
(c ) Registration and Aliens Control	(first clause of second sentence of para. 2) MFs, the MCCs and DPs shall be exempt from the ROK laws and regulations on the registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in the territories of ROK.	
(d) Residence and Settlement	(second clause of second sentence of para. 2) but shall not be considered as acquiring any right to permanent residence or domicile in the territories of ROK.	
(e) Expulsions and Removal	<p>(para. 5) If the status of any person brought into the ROK under para. 1 of this Art. is altered so that he would no longer be entitled to such admission, the ASs shall notify the ARs and shall, if such person be required by the ARs to leave the ROK, assure that transportation from the ROK will be provided within a reasonable time at no cost to the Government of the ROK.</p> <p>(para. 6) If the Government of the ROK has requested the removal from its territory of a MF or MCC or has made an expulsion order against an ex-member of the USAFs or the CC or against a DP of a member or an ex-member, the ASs shall be responsible for receiving the person concerned into its own territory or otherwise disposing of him outside the ROK. This para. shall apply only to persons who are not nationals of the ROK and have entered the ROK as MFs or MCCs for the purpose of becoming such members; and to the DPs of such persons.</p>	
<b>5 Vehicles and Driving License or Permit</b>		

(a) Driving Permit (DRP)	<b>Art. XXIV</b> (para. 1) The ROK shall accept as valid, without a driving test or fee, the driving permit or license or military driving permit issued by the U.S., or political subdivision thereof, to a MF, MCC, and DP.	
(b) Registration and Licensing of Vehicles, Vessels, and Aircraft	(para. 2) Official vehicles of the USAFs and the civilian component shall carry distinctive numbered plates or individual markings which will readily identify them.  (para. 3) The Government of the ROK will license and register those vehicles privately owned by MFs, MCCs, or DPs. The names of the owners of such vehicles and such other pertinent information as is required by the law of the ROK to effect the licensing and registration of such vehicles shall be furnished to the Government of the ROK by officials of the Government of the U.S. through the Joint Committee. Except for the actual cost of the issuances of license plates, MFs, MCCs, and DPs shall be exempt from the payment of all fees and charges relating to the licensing, registration, or operation of vehicles in the ROK and, in accordance with the provisions of Art. XIV, from the payment of all taxes relating thereto.	
(c)Third Party Liability Insurance of Private Motor Vehicles, Trailers and Aircraft	No provisions.	
<b>6 Carrying Arms (and Uniform)</b>		
	No provisions.	
<b>7 Police power (Military Police of the sending state and the Police of the receiving state) and the protection of the bases and information</b>		
(a) Within the bases	<b>Art. XXII</b> (para. 10) (a) Regularly constituted military units or formations of the USAFs shall have the right to police any facilities or areas which they use under Art. II of this Agreement. The military police of such forces may take all appropriate measures to ensure the maintenance of order and security within such facilities and areas.	

	<p>[Summary of Agreed Minutes para. 1 Re para. 10-(a) and 10-(b)]  The AFs will normally make all arrests within facilities and areas and ARs may make arrest when AFs give consent. If the ARs desire and request to arrest persons other than MFs, MCCs, and DPs, AFs will undertake to arrest such persons. The AFs may arrest or detain <u>in the vicinity of a facility or area any person</u> in the commission or attempted commission of an offense against the security of that facility or area.</p> <p>[Summary of Agreed Minutes para. 2 Re para. 10-(a) and 10-(b)]  The ARs will normally not exercise the right of search, seizure, or inspection with respect to any person or property within facilities and areas or with respect to property of the U.S. wherever situated, except in cases of AFs' consent.</p>	
(b) Outside of the bases	<p><b>Art. XXII</b>  (para. 10) (b) Outside these facilities and areas, such military police shall be employed only subject to arrangements with the ARs and in liaison with those authorities, and insofar as such employment is necessary to maintain discipline and order among the MFs, or ensure their security.</p>	
(c ) Protection of the bases and information	<p><b>Art. XXV</b>  The U.S. and the ROK will cooperate in taking such steps as may from time to time be necessary to ensure the security of the USAFs, the MFs, MCCs, the persons who are present in the ROK pursuant to Article XV, their DPs and their property. The Government of the ROK agrees to seek such legislation and to take such other action as may be necessary to ensure the adequate security and protection within its territory of installations, equipment, property, records, and official information of the U.S. and, consistent with Article XXII, to ensure the punishment of offenders under the applicable laws of the ROK.</p>	<p><b>Addition of a new Minute Re Art. XXV:</b>  The provisions of Art. XXV apply to the protection of described personnel and their property in the same manner that they apply to the installations, equipment, property, records, and official information of the U.S.</p>
<b>8 Jurisdiction (1) The definition of persons covered by SOFA - Who is to be protected under SOFA? -</b>		

<p><b>Art. I [Definition]</b></p> <p>(a) "members of the United States armed forces" means the personnel on active duty belonging to the land, sea, or air armed services of the United States of America when in the territory of the Republic of Korea except for personnel of the United States armed forces attached to the United States Embassy and personnel for whom status has been provided in the Military Advisory Group Agreement of January 26, 1950, as amended;</p> <p>(b) "civilian component" means the civilian persons of United States nationality who are in the employ of, serving with, or accompanying the United States armed forces in the Republic of Korea, but excludes persons who are ordinarily resident in the Republic of Korea or who are mentioned in paragraph 1 of Article XV; for the purposes of this Agreement only, dual nationals, i.e., persons having the nationality of both the United States and the Republic of Korea, who are brought into the Republic of Korea by the United States shall be considered United States nationals;</p> <p>(c) "dependents" means</p> <p>(i) spouse and children under 21;</p> <p>(ii) parents, children over 21, or others relatives dependent for over half their support upon a member of the United States armed forces or civilian component.</p>	
<p><b>Art. XV [Invited Contractors]</b></p> <p>(para. 1) Persons, including (a) corporations organized under the laws of the U.S., (b) their employees who are ordinarily resident in the U.S., and (c) the DPs of the foregoing, present in the ROK solely for the purpose of executing contracts with the U.S. for the benefit of the USAFs or other armed forces in the ROK under the Unified Command receiving logistical support from the USAFs, who are designated by the Government of the U.S. in accordance with the provisions of para. 2 below, shall, except as provided in this Art., be subject to the laws and regulations of the ROK.</p>	<p><b>Understandings Re para. 1 of Art. XV</b></p> <p>1. (Summary) If the USAFs determine that there would be a significant advantage for mutual defense to utilize one or more third-country corporations as invited contractors, the ARs shall give sympathetic consideration to a U.S. request to extend the benefits of this Agreement to such non-U.S. corporations.</p> <p>2. The USAFs may bring into the ROK, without privileges, third-country contractor employees possessing special skills not available from the Korean labor force.</p>
<p>(para. 2) The designation referred to in para. 1 above shall be made upon consultation with the Government of the ROK and shall be restricted to cases where open competitive bidding is not practicable due to security considerations, to the technical qualifications of the contractors involved, to the unavailability of materials or services required by the U.S. standards, or to limitations, of U.S. law.</p>	

The designation shall be withdrawn by the Government of the U.S.:

- (a) upon completion of contracts with the USAFs or other armed forces in the ROK under the Unified Command receiving logistical support from the USAFs.
- (b) upon proof that such persons are engaged in business activities in the ROK other than those pertaining to the USAFs or other armed forces in the ROK under the Unified Command receiving logistical support from the USAFs.
- (c) upon proof that such persons are engaged in practices illegal in the ROK.

(para. 3) Upon certification by the appropriate ASs as to their identity, such persons shall be accorded the following benefits of this Agreement:

- (a) accession and movement, as provided for in Art. X, para. 2;
- (b) entry into the ROK in accordance with the provisions of Art. VIII;
- (c) exemption from customs duties, and other such charges provided for in Art. IX, para. 3, for MFs, MCCs, and DPs;
- (d) if authorized by the Government of the U.S., the use of the services of the organizations provided for in Art. XIII;
- (e) those provided in Art. XVIII, para. 2, for MFs, MCCs, and DPs;
- (f) if authorized by the Government of the U.S., the use of military payment certificates, as provided for in Art. XIX;
- (g) the use of postal facilities provided for in Art. XX;
- (h) the use of utilities and services in accordance with those priorities, conditions, rates or tariffs accorded the USAFs by Art. VI relating to utilities and services;
- (i) exemption from the laws and regulations of the ROK with respect to terms and conditions of employment, and licensing and registration of businesses and corporations.

(para. 4) The arrival, departure, and place of residence in the ROK of such persons shall from time to time be notified by the USAFs to the ARs.

(para. 5) Upon certification by an authorized representative of the USAFs, depreciable assets, except houses, held, used or transferred by such persons exclusively for the execution of contracts referred to in para. 1 shall not be subject to taxes or similar charges of the ROK.

(para. 6) Upon certification by an authorized representative of the USAFs, such persons shall be exempt from taxation in the ROK on the holding, use, transfer by death, or transfer to persons or agencies entitled to tax exemption under this Agreement, of movable property, tangible or intangible, the presence of which in the ROK is due solely to the temporary presence of these persons in the ROK, provided that such exemption shall not apply to property held for the purpose of investment or the conduct of other business in the ROK or to any intangible property registered in the ROK.

(para. 7) Such persons shall not be liable to pay income or corporation taxes to the Government of the ROK or to any other taxing agency in the ROK on any income derived under a contract with the Government of the U.S. in connection with the construction, maintenance or operation of any of the facilities or areas covered by this Agreement. Such persons shall not be liable to pay any Korean taxes to the Government of the ROK or to any taxing agency in the ROK on income derived from sources outside of the ROK nor shall periods during which such persons are in the ROK be considered periods of residence or domicile in the ROK for the purposes of Korean taxation. The provisions of this para. do not exempt such persons from payment of income or corporation taxes on income derived from Korean sources, other than those sources referred to in the first sentence of this para., nor do they exempt such persons who claim residence in the ROK for U.S. income tax purposes from payment of Korean taxes on income.

(para. 8) The ARs shall have the right to exercise jurisdiction over such persons for offenses committed in the ROK and punishable by the law of the ROK. In recognition of the role of such persons in the defense of the ROK, they shall be subject to the provisions of para.s 5, 7(b), and 9 and the related Agreed Minutes, of Art. XXII. In those cases in which the ARs decide not to exercise jurisdiction, they shall notify the AFs as soon as possible. Upon such notification, the AFs shall have the right to exercise such jurisdiction over the persons referred to as is conferred on them by the law of the U.S..

## **9 Jurisdiction (2) Jurisdictional Decision**

(a) Exclusive jurisdiction	<p><b>Art. XXII</b></p> <p>(para. 1) Subject to the provisions of this Art,</p> <p>(a) he AFs shall have the right to exercise within the ROK all criminal and disciplinary jurisdiction conferred on them by the law of the U.S. over MFs, MCCs, and DP;</p> <p>(b) he ARs shall have jurisdiction over the MFs, or MCCs, and DPs, with respect to offenses committed within the territory of the ROK and punishable by the law of the ROK.</p>	<p><b>Understandings para. 2 Re Agreed Minute Re para. 1-(a) of Art. XXII</b></p> <p>(Summary) In order to avoid extraordinary instances (by martial law), the USAFs will sympathetically consider requests by the ROK to exercise jurisdiction over U.S. civilians and dependents for such offenses if the ROK ensures that such persons will be tried in regularly constituted civilian courts with normal SOFA safeguards.</p>
	<p>[Summary of Agreed Minutes Re Art. XXII para. 1-(b)] (In case of martial law) The provisions of this Article shall be immediately suspended..... and the AFs shall have the right to exercise exclusive jurisdiction over MFs, or MCCs and their DPS.</p>	
	<p>(para. 2) (a) The AFs shall have the right to exercise exclusive jurisdiction over MFs, or MCCs, and DPs, with respect to offenses, including offenses relating to its security, punishable by the law of the U.S., but not by the law of the ROK.</p> <p>(b) The ARs shall have the right to exercise exclusive jurisdiction over MFs, or MCCs, and DPs, with respect to offenses, including offenses relating to the security of the ROK, punishable by its law but not by the law of the U.S.</p> <p>(c ) For the purpose of this para. and of para. 3 of this Art., a security offense against a State shall include:</p> <p>(i) treason against the State;</p> <p>(ii) sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defense of that State.</p>	
	<p>[Summary of Agreed Minutes Re Art. XXII para. 2] The ROK, recognizing the effectiveness in appropriate cases of the administrative and disciplinary sanctions which maybe, imposed by the ASs over MFs, or MCCs, and their DPs, may, at the request of AFs, waive its right to exercise jurisdiction under para. 2.</p>	<p><b>Understandings Re Agreed Minute Re para. 2 of Art. XXII</b></p> <p>It is understood that the ASs shall exercise utmost restraint in requesting waivers of exclusive jurisdiction.</p>
(b) Concurrent jurisdiction	<p>(para. 3) In cases where the right to exercise jurisdiction is concurrent, the following rules shall apply:</p> <p>(a) TheAFs shall have the primary right to exercise jurisdiction over MFs, or MCCs, and DPs, in relation to:</p>	

<p>(i) offenses solely against the property or security of the U.S., or offenses solely against the person or property of another MF, MCC or of a DP;</p> <p>(ii) offenses arising out of any act or omission done in the performance of official duty.</p> <p>(b) In the case of any other offense, the ARs shall have the primary right to exercise jurisdiction.</p>	
<p>[Summary of Agreed Minutes Re Art. XXII para 3-(a)]</p> <p>1. .... A substantial departure from the acts a person is required to perform in a particular duty usually will indicate an act outside of his "official duty."</p> <p>2. A duty certificate shall be issued only upon the advice of a Staff Judge Advocate, and the competent authority issuing the duty certificate shall be a general grade officer.</p> <p>3. (a) The certificate will be conclusive .... The ASs shall give due consideration to any objection which may be raised by the Chief Prosecutor for the ROK. (b) The accused should not be deprived of his entitlement to a prompt and speedy trial as a result of protracted reconsideration of the duty certificate.</p>	<p><b>Understandings Re Agreed Minute Re para. 3-(a) of Art. XXII</b></p> <p>1. A substantial departure from the acts a person is required to perform in a particular duty will usually indicate an act outside of the person's "official duty." 2. A duty certificate shall be issued only upon the advice of a Staff Judge Advocate, and the competent authority issuing the duty certificate shall be a general grade officer.</p> <p>3. (a) The certificate will be conclusive... However, the ARs may discuss, question or object to any USAFs official duty certificate. The ASs shall give due consideration to any opinion which maybe raised by the ARs in this regard. (b) designates details with respect to the right of lower ARs.</p>
<p>[Summary of Agreed Minutes para. 1 Re Art. XXII para 3-(b)] (Recognizing the U.S.'s responsibility to maintain good order and discipline in USAFs) The ARs, upon the request of AFs, will waive their primary right to exercise jurisdiction under para. 3(b) except when they determine that it is of particular importance that jurisdiction be exercised by the ARs.</p>	
<p>[Summary of Agreed Understanding Re Art. XXII para 3-(b)] The term "of particular importance" has reference to those cases in which, the 'exercise of jurisdiction by the ROK is deemed essential, and the term has reference (not exclusively) to the following types: (a) security offenses against the ROK; (b) offenses causing the death of a human being, robbery, and rape, except against a MF, MCC, or a DP; and (c) attempts to commit such offenses or participation therein.</p>	



	<p>[Summary of Agreed Minutes para. 3 Re Art. XXII para. 3-(b)] The trial (under the U.S. jurisdiction) can be held outside of the ROK when (i) the law of the U.S. requires otherwise, or (ii) military exigency or the interests of justice exists.</p>	<p><b>Understandings Re para. 3 -(b) of the Agreed Minute Re para. 3-(b) of Art. XXII</b></p> <p>The recitation therein of the right of representatives of the ROK to attend trials of MFs, MCCs, or DPs when held outside the ROK shall not be construed to deprive such representatives of the opportunity to attend such trials when held within the ROK.</p>
(c) Waiver of jurisdiction	<p>(para. 3) (c ) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other state for a waiver of its right in cases where that other State considers such waiver to be of particular importance.</p> <p>(para. 4) The foregoing provisions of this Art. shall not imply any right for the AFs to exercise jurisdiction over persons who are nationals of or ordinarily resident in the ROK, unless they are MFs.</p>	<p><b>Understandings Re para. 3-(c) of Art. XXII (Summary)</b></p> <p>1. If a State desires to ask the other State for a waiver of its primary right to exercise jurisdiction, it shall present a written request as soon as practicable but not later than twenty-one days after it is notified or otherwise apprised of the commission of an alleged offense.</p> <p>2. Upon receipt of the written request, the State having the primary jurisdiction inform the other State of the decision within twenty-eight days.</p> <p>3. When there are special reasons, the State having the primary jurisdiction may, identifying the case and prior to the expiration of the original twenty-eight day period, request an extension for a specific period of days normally not exceeding an additional fourteen days.</p> <p>4. When the State having the primary jurisdiction makes a decision not to exercise jurisdiction or when it does not inform the other State of its decision within the prescribed period, with any extension, the requesting State may exercise its concurrent jurisdiction.</p>
<b>10 Jurisdiction (3) Differences in the right of the accused: arrest, custody, and related issues</b>		
(a) Arrest, custody, and investigation	<p><b>Art. XXII</b></p> <p>(para. 5) (a) The AFs and ARs shall assist each other in the arrest of MFs, MCCs, or DPs in the territory of the ROK and in handing them over to the authority which is to have custody in accordance with the following provisions.</p> <p>(b) The ARs shall notify promptly the AFs of the arrest of any MF, or MCC, or a DP. AFs shall promptly notify the ARs the arrest of a MF, MCC, or a DP in any case in which the ROK has the primary right to exercise jurisdiction.</p>	

(c ) The custody of an accused MF, or MCC, or a DP, over whom the ROK is to exercise jurisdiction shall, if he is in the hands of the AFs remain with the AFs pending the conclusion of all judicial proceedings and until custody is requested by the ARs. If he is in the hands of the ROK, he shall, on request, be handed over to the AFs and remain in their custody pending completion of all judicial proceedings and until custody is requested by the ARs. When an accused has been in the custody of the AFs, the AFs may transfer custody to the ARs at any time, and shall give sympathetic consideration to any request for the transfer of custody which may be made by the ARs. The AFs shall promptly make any such accused available to the ARs upon their request for purposes of investigation and trial, and shall take all appropriate measures to that end and to prevent any prejudice to the course of justice. They shall take full account of any special request regarding custody made by the ARs. The ARs shall give sympathetic consideration to a request from the AFs for assistance in maintaining custody of an accused MF, MCC, or a DP.

(d) In respect of offenses solely against the security of the ROK provided in paragraph 2 (c), an accused shall be in the custody of the ARs.

[Summary of Agreed Understanding Re Art. XXII para. 5] 1. There must be mutual agreement as to the circumstances in which such custody is appropriate. 2. Confinement facilities of the ROK must be adequate by U.S. standards.

#### **Amendment to the SOFA text**

##### **Re Art. XXII para. 5-(c ):**

The custody of an accused MF, or MCC, or DP, over whom the ROK is to exercise jurisdiction shall remain with the AFs until he is indicted by the ROK.

##### **Summary of addition of new Minutes Re Art. XXII para. 5-(c ):**

1. In the event the ARs have arrested an accused who is a MF, or MCC, or DP, with respect to a case over which the ROK has the primary right to exercise jurisdiction, the ARs will, on request, hand him over to the custody of the AFs, provided that he shall, on request, be made available to the ARs, for the purposes of investigation and trial.

2. In cases where the ARs have arrested an accused who is a MF, or MCC, or a DP at the scene of the crime, in immediate flight therefrom or prior to the accused's return to U.S. control and there is adequate cause to believe that he has committed a heinous crime of murder or an egregious rape, and there is necessity to retain him for the reason that he may destroy evidence; he may escape; or he may cause harm to the life, person or property of a victim or a potential witness, the AFs agree not to request transfer of custody unless there is legitimate cause to believe that a failure to request custody would result in prejudice to an accused's right to a fair trial.

(para. 6) (a) The AFs and the ARs shall assist each other in the carrying out of all necessary investigation into offenses, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offense. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.

(b) The AFs and the ARs shall notify each other of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

3. The AFs shall transfer custody to the ARs if the offense over which the ROK has the primary right of jurisdiction and for which the ROK has requested the transfer of custody at the time of indictment or thereafter falls within the following categories of cases of sufficient gravity to warrant custody and adequate cause and necessity exists for such custody:

(a) murder; (b) rape (including quasi-rape and sexual intercourse with a minor under thirteen years of age); (c) kidnapping for ransom; (d) trafficking in illegal drugs; (e) manufacturing illegal drugs for the purposes of distribution; (f) arson; (g) robbery with a dangerous weapon; (h) attempts to commit the foregoing offenses; (i) assault resulting in death; (j) driving under the influence of alcohol, resulting in death; (k) fleeing the crime scene after committing a traffic accident resulting in death; (l) offenses which include one or more of the above-referenced offenses as lesser included offenses.

4. (Summary) Judicial determination of "Adequate cause" shall be made in accordance with the laws of the ROK.

5. (Summary) Judicial determination of "Necessity" for pretrial custody shall be made in accordance with the laws of the ROK.

6. In all situations where authorized under the law of the ROK, a preliminary hearing to examine the legality of any arrest, detention or request for either, is automatically requested by and on behalf of the accused and will be held. The accused and counsel for the accused shall be present and shall be permitted to participate. The U.S. representative shall also be present.

7. The right to request bail and to a review by a judge before deciding any such request shall be a continuing right that the accused, his counsel or his family may assert at any time prior to completion of all judicial proceedings.

8. The ARs shall give sympathetic consideration to a request by the AFs to forgo or postpone pre-trial custody in special cases where the accused is ill, injured, or pregnant.

9. When an accused is in the custody of the AFs, the AFs shall promptly make any such accused available to the ARs upon their request for the purposes of investigation and trial, and shall take all appropriate measures to that end and to prevent any prejudice to the course of justice.

10. When an accused has been in the custody of the AFs, the AFs may transfer custody to the ARs at any time. At any time after the custody of an accused has been transferred to the ARs by the AFs, the ARs may transfer custody to the AFs.

11. The AFs shall give sympathetic consideration to any request for transfer of custody which may be made by the ARs in specific cases.

**Understandings Re para. 5-(c) of Art. XXII (Summary)**

1. The ARs can question MFs, or MCCs, or DPs in the presence of a U.S. representative and make preliminary investigation into the case after their arrest and before transferring them to the AFs. The right to legal representation exists from the moment of arrest or detention and includes the right to have counsel present, and to consult at all preliminary investigations, examinations, pretrial hearings, the trial itself, and subsequent proceedings at which the accused is present. The U.S. representative is to be an impartial observer and shall not interfere with any questioning.

2. Requests for the transfer of "pretrial custody" (which means "custody before final conviction") of a MF, or MCC, or of a DP, with respect to a case over which the ROK has the primary right to exercise jurisdiction, at the time of indictment or thereafter, may be made in those categories of cases as set out in the Agreed Minute re Art. XXII Para. 5(c) or thereafter agreed by the Joint Committee, where there is adequate cause and necessity for such custody.

3. In cases where custody has not been transferred to or retained by the ARs under para. 2,3,10 or 11 of the Agreed Minute re Art XXII, Para. 5(c), the custody of an accused MF, or MCC, or a DP, with respect to a case over which the ROK has the primary right to exercise jurisdiction, shall, if he is in the hands of the AFs, remain with the AFs pending the conclusion of all judicial proceedings and until custody is requested by the ARs.

4. The AFs will give full account to any request by the ARs for "pretrial confinement" (which means "confinement before final conviction") by the AFs of an accused with respect to a serious case over which the ROK has the primary right to exercise jurisdiction.

5. The ARs will give sympathetic consideration to a request from the AFs for assistance in maintaining custody of an accused MF, MCC, or a DP. This does not obligate the ARs to provide any assistance to the AFs in maintaining military custody of an accused MF, MCC, or a DP. Rather, it is to provide a procedure for transfer of custody to the ARs when the AFs believe they will be unable to make any such accused available to the ARs upon their request for purposes of investigation and trial.

6. The ARs shall not question an accused who is in the custody of the ROK, after indictment, about the facts, circumstances or event that form the basis for the offenses for which the accused has been indicted or could have been charged based on the same set of events for which the accused was indicted. The ARs may question such an accused about totally unrelated facts, circumstances or events that form or may form the basis for unrelated offenses. In such an event the ARs shall notify the Judge Advocate, U.S. Forces Korea. A previous request for counsel shall be deemed to apply to any questioning.

7. In cases where custody has been retained by the ARs under para. 2 of the Agreed Minute re Art. XXII, Para. 5(c), the ARs shall forgo all questioning of an accused who wants to have counsel present beyond that required to ascertain the status and identity of an accused until counsel is retained and present for the preliminary investigation along with the U.S. representative. In such cases, the requirement under Korean law to apply for a detention warrant within 48 hours of arrest shall be suspended until counsel is available.

8. The presence of counsel at any interview or interrogation while an accused is in the custody of the ARs shall not be waived without a written waiver signed by the accused after being advised of his rights. The U.S. representative shall also sign the written waiver, attesting to the fact that the accused signed the written waiver knowingly and voluntarily after being advised of his rights. In cases, the ARs shall ensure that no statement taken or received in the absence of counsel and no evidence derived from any such statement, shall be admissible in any subsequent proceeding .....

9. The privacy and presumption of innocence of the accused will be respected throughout the investigative and judicial proceedings, especially during reenactments. All such proceedings shall be conducted in a manner that does not prejudice the right of the accused to a fair trial. This para. shall not be a basis to limit any line of questioning by the investigative authorities of the ROK.

10. The ARs shall guarantee that any facilities for pretrial confinement or restriction meet or exceed the standards established by the Joint Committee and shall be approved in advance by the Joint Committee. The accused shall be permitted regular communication with, and visitation by, appropriate representatives of the U.S. and by legal counsel and family members, shall not be commingled with convicted prisoners, and shall not be made to perform penal servitude or labor prior to final conviction. The ROK shall give sympathetic consideration to any special requests regarding the frequency and duration of family visitation. Counsel for the accused shall have the right to visit the accused and consult confidentially at any time during normal duty hours and for such duration as counsel and the accused deem necessary.

11. In consonance with the requirements of Art. XXII, Para. 9 (a):

(a) an accused must be indicted or released from Korean confinement within thirty days, or such shorter period as may be established under the law of the ROK, of the date the accused is first placed in pretrial confinement by the ARs.

(b) the detention of an accused shall not exceed six months before the completion of the initial trial or such shorter period as may be established under the law of the ROK, or the accused must be released from confinement by the ARs;

(c) the detention of an accused during the initial appeal shall not exceed four months from the date of expiration of the detention by the decision of the trial court or such shorter period as may be established under the law of the ROK, or the accused must be released from confinement by the ARs; and,

(d) the detention of an accused during the second appeal shall not exceed four months from the date of expiration of the detention by the decision of the initial appellate court or such shorter period as may be established under the law of the ROK, or the accused must be released from confinement by the ARs.

		<p>12. The period of suspension of the trial procedure shall not be included into the period under sub-para.s (b), (c) and (d) of the preceding para., if the suspension is (a) caused by the request for disqualification of the judge made by the accused,</p> <p>(b) for the benefit of the accused in preparation of the defense in case of addition, withdrawal or amendment of charges or applicable provisions, or</p> <p>(c ) the mental or physical incapacity of the accused.</p> <p><b>Understandings Re para. 5-(d) of Art. XXII</b> With regard to the custody of the accused in the hands of the ARs in connection with security offenses there must be mutual U.S. and ROK agreement as to the circumstances in which such custody is appropriate.</p>
(b) Death penalty	(para. 7) (a) A death sentence shall not be carried out in the ROK by the AFs if the legislation of the ROK does not provide for such punishment in a similar case.	
(c) Serving a sentence	(para. 7) (b) The ARs shall give sympathetic consideration to a request from the AFs for assistance in carrying out a sentence of imprisonment pronounced by the AFs under the provisions of this Art. within the territory of the ROK. The ARs shall also give sympathetic consideration to a request from the ASs for the custody of any MF, or MCC or a DP, who is serving a sentence of confinement imposed by a court of the ROK. If such custody is released to the AFs, the U.S. shall be obligated to continue the confinement of the individual in an appropriate confinement facility of the U.S. until the sentence to confinement shall have been served in full or until release from such confinement shall be approved by competent ARs. In such cases, the ASs shall furnish relevant information on a routine basis to the ARs, and a representative of the Government of the ROK shall have the right to have access to a MF, MCC, or a DP who is serving a sentence imposed by a court of the ROK in confinement facilities of the U.S.	<p><b>Addition of a new Minute Re para. 7-(b) of Art. XXII:</b> The ARs will give full account to any special view expressed by the AFs regarding the execution of the sentence in specific cases.</p>



(d) Trial	<p>(para. 8) Where an accused has been tried in accordance with the provisions of this Art. either by the AFs or the ARs and has been acquitted, or has been convicted and is serving, or has served, his sentence, or his sentence has been remitted or suspended, or he has been pardoned, he may not be tried again for the same offense within the territory of the ROK by the authorities of the other State. However, nothing in this para. shall prevent the AFs from trying a MF for any violation of rules of discipline arising from an act or omission which constituted an offense for which he was tried by the ARs.</p> <p>(para. 9) Whenever a MF, or MCC, or a DP is prosecuted under the jurisdiction of the ROK, he shall be entitled:</p> <p>(a) o a prompt and speedy trial;</p> <p>(b) o be informed, in advance of trial, of the specific charge or charges made against him;</p> <p>(c) o be confronted with the witnesses against him;</p> <p>(d) o have compulsory process for obtaining witnesses in his favor, if within the jurisdiction of the ROK;</p> <p>(e) o have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in the ROK;</p> <p>(f) f he considers it necessary, to have the services of a competent interpreter; and</p> <p>(g) o communicate with a representative of the Government of the U.S. and to have such a representative present at his trial.</p>
	<p><b>[Summary of Agreed Minutes Re Art. XXII para. 9-(a)]</b></p> <p>It refers to the qualification of judges (completion of probationary) and the rejection of military tribunal of ROK.</p>
	<p><b>[Summary of Agreed Minutes Re Art. XXII para. 9-(b)]</b></p> <p>MFs, or MCCs, or DPs shall not be arrested or detained by the ARs without adequate cause. The immediate release of the accused shall be ordered if adequate cause is not shown in open court.</p>
	<p><b>[Summary of Agreed Minutes Re Art. XXII para. 9-(c ) and (d)]</b></p> <p>The prosecuted has the right to be present throughout the testimony of all witnesses, for and against him, in all judicial examinations, pretrial hearings, the trial itself, and subsequent proceedings, and shall be permitted full opportunity to examine the witnesses.</p>

<p><b>[Agreed Minutes Re Art. XXII para. 9-(e)]</b>  The right to legal representation shall exist from the moment of arrest or detention and shall include the right to have counsel present, and to consult confidentially with such counsel, at all preliminary investigations, examinations, pretrial hearings, the trial itself, and subsequent proceedings, at which the accused is present.</p>	<p>Amendment to the Agreed Minutes Re para. 9-(e) of Art. XXII  The following sentence is added to the original Minutes:  The right to counsel will be respected in all investigative and judicial proceedings to the greater extent permitted by this Agreement or by the law of the ROK.</p>
<p><b>[Agreed Minutes Re Art. XXII para. 9-(f)]</b>  The right to have the services of a competent interpreter shall exist from the moment of arrest or detention.</p>	
<p><b>[Agreed Minutes Re Art. XXII para. 9-(g)]</b>  The right to communicate with a representative of the Government of the U.S. shall exist from the moment of arrest or detention, and no statement of the accused taken in the absence of such a representative shall be admissible as evidence in support of the guilt of the accused. Such representative shall be entitled to be present at all preliminary investigations, examinations, pretrial hearings, the trial itself, and subsequent proceedings, at which the accused is present.</p>	<p><b>Amendment to the Agreed Minutes Re para. 9-(g) of Art. XXII</b> The following sentence is added to the original Minutes:  The U.S. authorities shall, upon request, ensure the prompt presence of the representative of the Government of the U.S. in order to prevent unnecessary delay of the preliminary investigation or any subsequent proceedings.</p>
<p><b>[Summary of Agreed Minutes Re Art. XXII para. 9]</b>  In addition to the rights enumerated in items 9 (a) through (g) of para. 9 of this Art., this paragraph of Minutes lists eleven specific rights including (a) the right to appeal; (b) the right to have credited to any sentence of confinement his period of pretrial confinement in a facility of the U.S. or ROK; (g) the right not to be subject to cruel or unusual punishment; and (k) the right to appear in appropriate and decent military or civilian attire and unmanacled.</p> <p>(Unlawful investigation)  No confession, admission or other statement, obtained by torture, violence, threat, deceit, or after prolonged arrest, or detention, or which has been made involuntarily, and no real evidence which has been obtained by torture, violence, threat, deceit, or as a result of an unreasonable search and seizure without a warrant, will be considered by the courts of the ROK as evidence in support of the guilt of the accused under this Art.</p> <p>(Appeal)  No appeal will be taken by the prosecution from a judgment of not guilty or an acquittal nor will an appeal be taken by the prosecution from any judgment which the accused does not appeal, except upon ground of errors of law.</p>	<p><b>Understandings Re Agreed Minute Re para. 9. sub-para. (a) of Second Unnumbered Para.</b>  Under the appellate procedure of the courts of the ROK, the accused may request a re-examination of the evidence, including new evidence and witnesses, as a basis for new findings of fact by the appellate court.</p>

	<p>(In case of hostility) The ROK will take all possible measures to safeguard MFs, MCCs, and DPs who are confined in confinement facilities of the ROK. ROK shall give sympathetic consideration to requests for release of these persons to the custody of responsible AFs.</p> <p>(Confinement facilities) The AFs shall have the right to inspect any confinement facility of the ROK and such facilities must meet the minimum standards as agreed by the Joint Committee. The AFs shall have the right to have access at any time to MFs, MCCs and DPs in confinement facilities. During the visit of these persons at confinement facilities, AFs shall be authorized to provide supplementary care and provisions for such persons, such as clothing, food, bedding, and medical and dental treatment.</p> <p><i>This section of Minutes [Re Art. XXII para. 9] seems to reflect how the U.S. perceived of ROK laws as below the standard of Anglo-Europe laws with regard to human right protection. (comment by Sasayama)</i></p> <p>(para. 12) The provisions of this Art. shall not apply to any offenses committed before the entry into force of this Agreement. Such cases shall be governed by the provisions of the Agreement between the U.S. and the ROK effected by an exchange of notes at Taejon on July 12,1950.</p>	<p><b>Amendment to the Agreed Minutes Re fifth unnumbered para. Re para. 9 of Art. XXII</b> to read as follows: The ARs shall, upon request from the AFs, permit them to visit and observe any areas of any confinement facilities of the ROK in which a MF, or MCC, or a DP is confined, or in which it is proposed to confine such an individual.</p> <p><b>Addition of new Minutes Re para. 5-(c ) and 9 of Art. XXII:</b> 1. (Summary) If the ARs or the AFs believe an infringement of this agreement may have occurred, either party will seek to resolve the matter within 10 days notifying the other of such infringement. If the matter is not satisfactorily resolved within these 10 days, either party may send written notice to the Joint Committee.</p> <p>2. If the matter is not resolved by the Joint Committee or otherwise between the parties within 21 days of receipt by the Joint Committee of the written notice, either representative to the Joint Committee may refer the matter to the respective Governments for resolution through appropriate channels in accordance with Para. 3 of Art. XXVIII.</p>
<b>11 Administrative jurisdiction</b>		

(a) Environment protection	<p><b>Art IV [Facilities and Areas - Return of Facilities]</b></p> <p>(para. 1) The Government of the U.S. is not obliged, when it returns facilities and areas to the Government of the ROK on the expiration of this Agreement or at an earlier date, to restore the facilities and areas to the condition in which they were at the time they became available to the USAFs, or to compensate the Government of the ROK in lieu of such restoration.</p>	<p><b>Addition of a new Minute Re para. 2 of Art. III:</b></p> <p>The U.S. Government and the ROK Government recognize and acknowledge the importance of environmental protection in the context of defense activities in the ROK under the Mutual Defense Treaty of 1953. The U.S. commits itself to implementing this Agreement in a manner consistent with the protection of the natural environment and human health, and confirms its policy to respect relevant ROK Government environmental laws, regulations, and standards. The ROK Government confirms its policy to implement its environmental laws, regulations, and standards with due regard for the health and safety of U.S. personnel.</p> <p><b>Memorandum of Special Understanding</b></p> <p>Designates details of environmental protection ranging from Governing Standard, Information Sharing and Access, Environmental Performance, and Environmental Consultation.</p>
(b) Health and Sanitation	<p><b>Art. XXVI</b></p> <p>Consistent with the right of the U.S. to furnish medical support for its armed forces, civilian component and their dependents, matters of mutual concern pertaining to the control and prevention of diseases and the coordination of other public health, medical, sanitation, and veterinary services shall be resolved by the authorities of the two Governments in the Joint committee established under Art. XXVIII.</p>	<p><b>Understandings Re Art. XXVI</b></p> <p>1. AFs will present to the ROK Ministry of Health and Welfare on a quarterly basis, certification that no quarantinable diseases have been detected at any ports of entry authorized pursuant to the SOFA. However, if any such diseases are detected, it is understood that USAFs will impose appropriate quarantine measures, and immediately notify appropriate ROK public health authorities.</p> <p>2. In order to prevent the entry of animal and plant pests and diseases into Korea, and to assure supplies of food without undue interruption for MFs, MCCs, and DPs, authorities of the two Governments agree to joint inspections to be conducted in accordance with procedures to be established by the Joint Committee.</p> <p>3. (Refers to the procedures for AIDS or HIV suffering of USAF personnel. Content omitted)</p>

(c) Employment and  
labor law

**Art. XVII**

(para. 1) In this Art. The expression:

(a) "employer" refers to the USAFs (including nonappropriated fund organizations) and the persons referred to in the first paragraph of Article XV [Invited Contractors];

(b) "employee" refers to any civilian (other than a MCC or a contractor employee under Article XV) employed by an employer, except (1) a member of the Korean Service Corps and (2) a domestic employed by an individual member of the USAFs, civilian component or DP thereof. Such employees shall be nationals of the ROK.

(para. 2) Employers may recruit, employ and administer their personnel.

Recruitment services of the Government of the ROK will be utilized insofar as is practicable. In case employers accomplish direct recruitment of employees, employers will provide such relevant information as may be required for labor administration to the Office of Labor Affairs of the ROK.

(para. 3) To the extent not inconsistent with the provisions of this Art. or the military requirements of the USAFs, the conditions of employment, compensation, and labor-management relations established by the USAFs for their employees shall conform with provisions of labor legislation of the Republic of Korea.

(para. 4) (a) In consideration of provision for collective action in labor legislation of the ROK, any dispute between employers and employees or any recognized employee organization, which cannot be settled through grievance or labor relations procedures of the USAFs, shall be settled as follows:

(a-i) The dispute shall be referred to the Office of Labor Affairs of the ROK for conciliation.

(a-ii) In the event that the dispute is not settled by the procedure described in (i) above, the matter will be referred to the Joint Committee, which may refer the matter to a special committee designated by the Joint Committee for further conciliation efforts.

**Memorandum of Understanding**

1. United States Forces Korea (USFK) will employ exclusively Korean Nationals for those civilian component positions that have been designated by USFK for occupancy by Korean Nationals..... Although those positions maybe open to DPs, the DPs will be considered for the vacancies only when there are no Korean Nationals who are available and qualified as candidates.
2. The ROK will positively consider giving employment permission to DPs while they are retaining their A-3 status.

**Understandings para. 4 Re Agreed Minute 4 Re Art. XVII**

It is understood that the deviation from labor legislation of the ROK provided for in Agreed Minute 4 need not be referred to the Joint Committee in cases when such referral would seriously hamper military operations in an emergency.

**Understandings Re para. 4 (a-i) and (a-ii) of Art. XXVII**

designates procedures for conciliation. (Contents omitted)

<p>(a-iii) In the event that the dispute is not settled by the procedures outlined above, the Joint Committee will resolve the dispute, assuring that expeditious procedures are followed. The decisions of the Joint Committee shall be binding.</p> <p>(a-iv) Failure of any recognized employee organization or employee to abide by the decision of the Joint Committee on any dispute, or engaging in practices disruptive of normal work requirements during settlement procedures, shall be considered just cause for the withdrawal of recognition of that organization and the discharge of that employee.</p> <p>(a-v) Neither employee organizations nor employees shall engage in any practices disruptive of normal work requirements unless a period of at least 70 days has elapsed after the dispute is referred to the Joint Committee, as stipulated in subparagraph (ii), above.</p>	<p><b>Understandings Re para. 4 (a-v) of Art. XXVII</b>  ..... it is understood that neither employee organizations nor employees shall engage in any practices disruptive of normal work requirements for a period of at least 45 days from the date the application for mediation has been received by the Labor Relations Commission, at the end of which time, and consistent with the SOFA, the matter will be referred to the Joint Committee.</p>
<p>(para. 4) (b) Employees or any employee organization shall have the right of further collective action in the event a labor dispute is not resolved by the foregoing procedures except in cases where the Joint Committee determines such action seriously hampers military operations of the USAFs for the joint defense of the ROK. In the event an agreement cannot be reached on this question in the Joint Committee, it may be made the subject of review through discussions between appropriate officials of the Government of the ROK and the diplomatic mission of the U.S.</p> <p>(para. 4) (c ) In the event of a national emergency, such as war, hostilities, or situations where war or hostilities may be imminent, the application of this Art. shall be limited in accordance with emergency measures taken by the Government of the ROK in consultation with the AFs.</p> <p>(para. 5) (a) Should the ROK adopt measures allocating labor, the USAFs shall be accorded allocation privileges no less favorable than those enjoyed by the armed forces of the ROK.</p>	

(d) Traffic (or Movement)	(para. 5) (b) In the event of a national emergency, such as war, hostilities, or situations where war or hostilities may be imminent, employees who have acquired skills essential to the mission of the USAFs shall, upon request of the USAFs, be deferred through mutual consultation from ROK military service or other compulsory service. The USAFs shall furnish in advance to the ROK lists of those employees deemed essential.	
	(para. 6) MCCs shall not be subject to laws or regulations of the ROK with respect to their terms and condition of employment.	
	[Summary of Agreed Minutes para. 2 Re Art. XVII] (Under International Law) The U.S. may terminate employment at any time the continuation of such employment is inconsistent with the military requirements of the USAFs.	<b>Amendment to the Agreed Minutes Re Art. XVII</b> (Identical first sentence is omitted) The Government of the U.S. shall not terminate employment unless there is just cause or unless such employment is inconsistent with the military requirements of the USAFs. When military requirements make reductions necessary, the Government of the U.S. shall endeavor to minimize employee terminations to the extent possible.
	[Summary of Agreed Minutes para. 5 Re Art. XVII] A union or other employee group shall be recognized by the employers unless its objectives are inimical to the common interests of the U.S. and the ROK.	
(d) Traffic (or Movement)	<p><b>Art. X</b> (para. 1) U.S. and foreign vessels and aircraft operated by, for, or under the control of the U.S. for official purposes shall be accorded access to any port or airport of the ROK free from toll or landing charges. When cargo or passengers not accorded the exemptions of this Agreement are carried on such vessels and aircraft, notification shall be given to the appropriate ARs, and the entry into and departure from the ROK of such cargo and passengers shall be according to the laws and regulations of the ROK.</p> <p>(para. 2) The vessels and aircraft mentioned in para. 1, U.S. Government-owned vehicles including armor, and MFs, MCCs, and DPs shall be accorded access to and movement between facilities and areas in use by the USAFs and between such facilities and areas and the ports or airports of the ROK. Such access to and movement between facilities and areas by U.S. military vehicles shall be free from toll and other charges.</p> <p>(para. 3) When the vessels mentioned in para. 1 enter ports of the ROK, appropriate notification shall, under normal conditions, be made to the proper ARs. Such vessels shall have freedom from compulsory pilotage, but if a pilot is taken pilotage shall be paid for at appropriate rates.</p>	

	<p><b>Art. XII [Air Traffic Control and Navigation Aids]</b></p> <p>(para. 1) All civil and military air traffic control shall be developed in close coordination and shall be integrated to the extent necessary for the operation of this Agreement. Procedures, and any subsequent changes thereto, necessary to effect this coordination and integration will be established by arrangement between the appropriate authorities of the two Governments.</p> <p>(para. 2) The U.S. is authorized to establish, construct and maintain aids to navigation for vessels and aircraft, both visual and electronic as required, throughout the ROK and in the territorial waters thereof. Such navigation aids shall conform generally to the system in use in the ROK. The ASs and the ARs which have established navigation aids shall duly notify each other of their positions and characteristics and shall give advance notification where practicable before making any changes in them or establishing additional navigation aids.</p> <p>[Summary of Agreed Minutes Re Art. VII] The USAF navigational and installations will be effected in accordance with the procedures of para. 1 of Art. III. (the same way as the USAF facilities and areas)</p>	
(e) Post	<p><b>Art. XX [Military Post Offices]</b></p> <p>The U.S. may establish and operate, within the facilities and areas in use by the USAFs, U.S. military post offices for the use of MFs, MCCs, and DPs, for the transmission of mail between U.S. military post offices in the ROK and between such military post offices and other U.S. post offices.</p>	
(f) Telecommunications	<p><b>Art. VI [Utilities and Services]</b></p> <p>(para. 1) The USAFs shall have the use of all utilities and services which are owned, controlled or regulated by the Government of the ROK or local administrative subdivisions thereof. The term "utilities and services" shall include, but not be limited to, transportation and <u>communications facilities and systems</u>, electricity, gas, water, steam, heat, light, power, and sewage disposal.</p> <p><b>Art. III [Facilities and Areas - Security Measures]</b></p> <p>(para. 2) (a) The U.S. agrees not to take the measures referred to in para. 1 in such a manner as to interfere unnecessarily with navigation, aviation, communication, or land travel, to, from, or within the territories of the ROK.</p>	



	<p>(b) All questions relating to telecommunications including radio frequencies for electromagnetic radiating devices, or like matters, shall continue to be resolved expeditiously in the utmost spirit of coordination and cooperation by arrangement between the designated communications authorities of the two Governments.</p> <p>(c) The Government of the ROK shall, within the scope of applicable laws, regulations and agreements, take all reasonable measures to avoid or eliminate interference with electromagnetic radiation sensitive devices, telecommunications devices, or other apparatus required by the USAFs.</p>	
<b>12 Claims</b>		
(a) Waiver and settlement of claims	<p><b>Art. XXIII [Claims]</b></p> <p>(para. 1) Each Party waives all its claims against the other Party for damage to any property owned by it and used by its armed forces, if such damage</p> <p>(a) was caused by a member or an employee of the armed forces to the other Party, in performance of his official duties; or</p> <p>(b) arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its armed forces, provided either that the vehicle, vessel or aircraft causing the damage was being used for official purposes or that the damage was caused to property being so used.</p> <p>Claims for maritime salvage by one Party against the other Party shall be waived, provided that the vessel or cargo salvaged was owned by the other Party and being used by its armed forces for official purposes.</p> <p>(para. 2) (a) In the case of damage caused or arising as stated, in para. 1 to other property owned by either Party, the issue of liability of the other Party shall be determined and the amount of damage shall be assessed, unless the two Governments agree otherwise, by a sole arbitrator selected in accordance with subpara. (b) of this para. The arbitrator shall also decide any counterclaims arising out of the same incident.</p> <p>(b) The arbitrator referred to in subpara. (a) above shall be selected by agreement between the two Governments from among the nationals of the ROK who hold or have held high judicial office.</p>	

	<p>(c ) Any decision taken by the arbitrator shall be binding and conclusive upon the Parties.</p> <p>(d) The amount of any compensation awarded by the arbitrator shall be distributed in accordance with the provisions of para. 5(e) (i), (ii) and (iii) of this Art.</p> <p>(e) The compensation of the arbitrator shall be fixed by agreement between the two Governments and shall, together with the necessary expenses incidental to the performance of his duties, be defrayed in equal proportions by them.</p> <p>(f) ach Party waives its claim in any such case up to the amount of 1,400 United States dollars or its equivalent in Korean currency at the rate of exchange provided for in the Agreed Minute to Article XVIII at the time the claim is filed.</p> <p>(para. 3) For the purpose of para.s 1 and 2 of this Art. the expression "owned by a Party" in the case of a vessel includes a vessel on bare boat charter to that Party or requisitioned by it on bare boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some person other than such Party).</p> <p>(para. 4) Each Party waives all its claims against the other Party for injury or death suffered by any member of its armed forces while such member was engaged in the performance of his official duties.</p>	
(b) Damages to third parties	<p>(para. 5) Claims (other than contractual claims and those to which para. 6 or 7 of this Art. apply) arising out of acts or omissions of members or employees of the USAFs, including those employees who are nationals of or ordinarily resident in the ROK, done in the performance of official duty, or out of any other act, omission or occurrence for which the USAFs are legally responsible, and causing damage in the ROK to third parties, other than the Government of the ROK, shall be dealt with by the ROK in accordance with the following provisions:</p>	<p><b>Understandings Re para. 5 and 6 of Art. XXIII</b></p> <p>1. The Joint Committee shall establish procedures for the exercise of civil jurisdiction by the courts of the ROK.</p> <p>2. The claims processing authorities of the U.S. and the ROK will mutually endeavor to expedite the adjudication and payment of claims arising from traffic accidents, including when appropriate, the consideration of advance payments to accommodate medical treatment costs.</p>
	<p>(a) laims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of the ROK with respect to the claims arising from the activities of its own armed forces.</p> <p>(b) The ROK may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by the ROK in won.</p>	

	<p>(c ) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of the ROK, or the final adjudication by such a tribunal denying payment, shall be binding and conclusive upon the Parties.</p> <p>(d) very claim paid by the ROK shall be communicated to the appropriate ASs together with full particulars and a proposed distribution in conformity with subpara. (e) (i) and (ii) below. In default of a reply within two months, the proposed distribution shall be regarded as accepted.</p> <p>(e) The cost incurred in satisfying claims pursuant to the preceding subpara. and para. 2 of this Art. shall be distributed between the Parties as follows:</p> <p>(e)-(i) Where the U.S. alone is responsible, the amount awarded or adjudged shall be distributed in the proportion of 25 percent chargeable to the ROK and 75 percent chargeable to the U.S.;</p> <p>(e)-(ii) Where the ROK and the U.S. are responsible for the damage, the amount awarded or adjudged shall be distributed equally between them. Where the damage was caused by the armed forces of the ROK or of the U.S. and it is not possible to attribute it specifically to one or both of those armed forces, the amount awarded or adjudged shall be distributed equally between the ROK and the U.S.</p> <p>(e)-(iii) Every half year, a statement of the sums paid by the ROK in the course of the half-yearly period in respect of every case regarding which the liability, amount and proposed distribution on a percentage basis has been approved by both Governments shall be sent to the appropriate ASs, together with a request for reimbursement. Such reimbursement shall be made in won within the shortest possible time. The approval by both Governments as referred to in this subpara. shall not prejudice any decision taken by the arbitrator or adjudication by a competent tribunal of the ROK as set forth in para.s 2(c) and 5(c), respectively.</p>	
(c) Immunity of personnel on duty	<p>(f) Members or employees of the USAFs, including those employees who are nationals of or ordinarily resident in the ROK, shall not be subject to any proceedings for the enforcement of any judgment given against them in the ROK in a matter arising from the performance of their official duties.</p>	

	(g) Except insofar as subpara. (e) of this para. applies to claims covered by para. 2 of this Art., the provisions of this para. shall not apply to any claim arising out of or in connection with the navigation or operation of a ship or the loading, carriage, or discharge of , other than claims for death or personal injury to which para. 4 of this Art. does not apply.	
(d) Damages caused by out-of-duty personnel	<p>(para. 6) Claims against members or employees of the USAFs (except employees who are nationals of or ordinarily resident in the ROK) arising out of tortious acts or omissions in the ROK not done in the performance of official duty shall be dealt with in the following manner:</p> <p>(a) The ARs shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all the circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.</p> <p>(b) The report shall be delivered to the appropriate ASs, who shall then decide without delay whether they will offer an <i>ex gratia</i> payment, and if so, of what amount.</p> <p>(c) If an offer of <i>ex gratia</i> payment is made, and accepted by the claimant in full satisfaction of his claim, the ASs shall make the payment themselves and inform the ARs of their decision and of the sum paid.</p> <p>(d) Nothing in this para. shall affect the jurisdiction of the courts of the ROK to entertain an action against a member or employee of the USAFs unless and until there has been payment in full satisfaction of the claim.</p> <p>(para. 7) Claims arising out of the unauthorized use of any vehicle of the USAFs shall be dealt with in accordance with para. 6 of this Art., except insofar as the USAFs are legally responsible.</p>	
(e) Judgment of official duty	(para. 8) If a dispute arises as to whether a tortious act or omission of a member or an employee of the USAFs was done in the performance of official duty or as to whether the use of any vehicle of the USAFs was unauthorized, the question shall be submitted to an arbitrator appointed in accordance with para. 2(b) of this Art., whose decision on this point shall be final and conclusive.	

(f) Civil jurisdiction by the AR	<p>(para. 9) (a) The U.S. shall not claim immunity from the jurisdiction of the courts of the ROK for members or employees of the USAFs in respect of the civil jurisdiction of the courts of the ROK except in respect of proceedings for the enforcement of any judgment given against them in the ROK in a matter arising from the performance of their official duties or except after payment in full satisfaction of a claim.</p> <p>(b) In the case of any private movable property, excluding that in use by the USAFs, which is subject to compulsory execution under the law of the ROK, and is within the facilities and areas in use by the USAFs, the ASs shall, upon the request of the courts of the ROK, render all assistance within their power to see that such property is turned over to the ARs.</p> <p>(para. 10) Disputes arising out of contracts concerning the procurement of materials, supplies, equipment, or services by or for the USAFs, which are not resolved by the Parties to the contract concerned, may be submitted to the Joint Committee for conciliation, provided that the provisions of this para. shall not prejudice any right, which Parties to the contract may have, to file a civil suit.</p>	
(g) Other General issues	<p>(para. 11) Para. 2 and 5 of this Art. shall apply only to claims arising incident to non-combat activities.</p> <p>(para. 12) For the purposes of this Art., members of the Korean Augmentation to the U.S. Army (KATUSA) shall be considered as members of the United States armed forces.</p> <p>(para. 13) The provisions of this Art. shall not apply to any claims which before the entry into force of this Agreement. Such claims shall be processed and settled by the ASs.</p>	
<b>13 Logistic support</b>		
(a) Private consumption	No provisions.	

(b) Military consumption  
and utility services

**Art. VI [Utilities and Services]**

(para. 1) The USAFs shall have the use of all utilities and services which are owned, controlled or regulated by the Government of the ROK or local administrative subdivisions thereof. The term "utilities and services" shall include, but not be limited to, transportation and communications facilities and systems, electricity, gas, water, steam, heat, light, power, and sewage disposal. The use of utilities and services as provided herein shall not prejudice the right of the U.S. to operate military transportation, communication power and such other utilities and services deemed necessary for the operations of the USAFs. This right shall not be exercised in a manner inconsistent with the operation by the Government of the ROK of its utilities and services.

(para. 2) The use of such utilities and services by the U.S. shall be in accordance with priorities, conditions, and rates or tariffs no less favorable than those accorded any other

**Art XVI [Local Procurement]**

(para. 1) The U.S. may contract for any materials, supplies, equipment and services (including construction work) to be furnished or undertaken in the ROK for purposes of, or authorized by, this Agreement, without restriction as to choice of contractor, supplier or person who provides such services. Such materials, supplies, equipment and services may, upon agreement between the appropriate authorities of the two Governments, also be procured through the Government of the ROK.

(para. 2) Materials, supplies, equipment and services which are required from local sources for the maintenance of the USAFs and the procurement of which may have an adverse effect on the economy of the ROK shall be procured in coordination with, and, when desirable, through or with the assistance of, the competent ARs.

**Art. XIII [Non-appropriated Fund Organizations]**

(para. 1) (a) Military exchanges, messes, social clubs, theaters, newspapers and other nonappropriated fund organizations authorized and regulated by the AFs may be established by the USAFs for the use of MFs, MCCs, and DPs. Except as otherwise provided in this Agreement, such organizations shall not be subject to Korean regulations, licenses, fees, taxes, or similar controls.

(para. 1) (b) when a newspaper authorized and regulated by the AFs sold to the general public, it shall be subject to Korean regulations, licenses, fees, taxes, or similar controls so far as such circulation is concerned.

	<p>(para. 2) No Korean tax shall be imposed on sales of merchandise or services by such organizations, except as provided in para. 1 (b) of this Art. Purchases within the ROK of merchandise and supplies by such organizations shall be subject to the Korean taxes to which other purchasers of such merchandise and supplies are subject unless otherwise agreed between the two Governments.</p> <p>(para. 3) Except as such disposal may be permitted by the ASs and ARs in accordance with mutually agreed conditions, goods which are sold by such organizations shall not be disposed of in the ROK to persons not authorized to make purchases from such organizations.</p> <p>(para. 4) The organizations referred to in this Art. shall, through consultation between the representatives of the two Governments in the Joint Committee, provide such information to the tax authorities of the ROK as is required by tax legislation of the ROK.</p>		
(c) Free services	<p>No provisions specified in free services.</p> <p><b>Art. XI [Meteorological Services]</b>  The Government of the ROK undertakes to furnish the USAFs with the following meteorological services in accordance with arrangements between the appropriate authorities of the two Governments:</p> <p>(a) meteorological observations from land and ocean areas including observations from ships;  (b) climatological information including periodic summaries and historical data wherever available;  (c) elecommunications service to disseminate meteorological information;  (d) eismographic data.</p>		
(d) Travelling facilities and fares	No provisions.		
(e) Payment	No provisions.		
	<p><del>Art. XVII</del> <b>Art. XII [Local Procurement]</b>  (para. 3) Materials, supplies, equipment and services procured for official purposes in the ROK by the USAFs, including their authorized procurement agencies, or procured for ultimate use by the USAFs shall be exempt from the following Korean taxes upon appropriate certification in advance by the USAFs:</p>		

	<p>(a) commodity tax;  (b) raffic tax;  (c) petroleum tax;  (d) electricity and gas tax;  (e) business tax.</p> <p>With respect to any present or future Korean taxes not specifically referred to in this Art. which might be found to constitute a significant and readily identifiable part of the gross purchase price of materials, supplies, equipment and services procured by the USAFs, or for ultimate use by such forces, the two Governments will agree upon a procedure for granting such exemption or relief therefrom as is consistent with the purpose of this Art.</p> <p>(para. 4) Neither MFs, MCCs, nor DPs, shall by reason of this Art. enjoy any exemption from taxes or similar charges relating to personal purchases of goods and services in the ROK chargeable under legislation of the ROK.</p> <p>(para. 5) Except as such disposal may be authorized by the ASs and ARs in accordance with mutually agreed conditions, goods purchased in the ROK exempt from taxes referred to in para. 3, shall not be disposed of in the ROK to persons not entitled to purchase such goods exempt from such taxes.</p>	
<b>14 Facilities and areas for the forces of a sending state</b>		
(a) The use of facilities and areas	<p><b>Art. II [Facilities and Areas - Grant and Return]</b></p> <p>(para. 1) (a) The U.S. is granted, under Art. IV of the Mutual Defense Treaty, the use of facilities and areas in the ROK. Agreements as to specific facilities and areas shall be concluded by the two Governments through the Joint Committee provided for in Art. XXVIII of this Agreement. "Facilities and areas" include existing furnishings, equipment, and fixtures, wherever located, used in the operation of such facilities and areas.</p> <p>(b) The facilities and areas of which the USAFs have the use at the effective date of this Agreement together with those facilities and areas which the USAFs have returned to the ROK with the reserved right of re-entry, when these facilities and areas have been re-entered by the USAFs, shall be considered as the facilities and areas agreed upon between the two Governments in accordance with subpara. (a) above. Records of facilities and areas of which the USAFs have the use or the right of re-entry shall be maintained through the Joint Committee after this Agreement comes into force.</p>	<p><b>Understandings Re para. 1-(b) of Art. II</b></p> <p>(Summary) The ROK may request the AFs to waive the reserved right of re-entry on those facilities and areas that have been returned with the reserved right of re-entry, and the USAFs shall give sympathetic consideration to such request if such facilities and areas are not deemed to be re-entered in the foreseeable future.</p>



	<p>(para. 2) At the request of either Government, the Governments of the U.S. and the ROK shall review such agreements and may agree that such facilities and areas or portions thereof shall be returned to the ROK or that additional facilities and areas may be provided</p> <p>(para. 4) (a) When facilities and areas are temporarily not being used and the Government of the ROK is so advised, the Government of the ROK may make, or permit nationals of the ROK to make, interim use of such facilities and areas provided that it is agreed between the two Governments through the Joint Committee that such use would not be harmful to the purposes for which the facilities and areas are normally used by the USAFs.</p> <p>(b) With respect to facilities and areas which are to be used by the USAFs for limited periods of time, the Joint Committee shall specify in the agreements covering such facilities and areas the extent to which the provisions of this Agreement shall not apply.</p>	
(b) The right to control facilities and areas (or the rights respecting installations)	<p><b>Art. III [Facilities and Areas - Security Measures]</b></p> <p>(para.1) Within the facilities and areas, the U.S. may take all the measures necessary for their establishment, operation, safeguarding and control. In order to provide access for the USAFs to the facilities and areas for their support, safeguarding, and control, the Government of the ROK shall, at the request of the USAFs and upon consultation between the two Governments through the Joint Committee, take necessary measures, within the scope of applicable laws and regulations, with respect to land, territorial waters and airspace adjacent to, or in the vicinities of the facilities and areas. The U.S. may also take necessary measures for such purposes upon consultation between the two Governments through the Joint Committee.</p> <p>(para. 2) (a) The U.S. agrees not to take the measures referred to in para. 1 in such a manner as to interfere unnecessarily with navigation, aviation, communication, or land travel, to, from, or within the territories of the ROK.</p> <p>(b) All questions relating to telecommunications including radio frequencies for electromagnetic radiating devices, or like matters, shall continue to be resolved expeditiously in the utmost spirit of coordination and cooperation by arrangement between the designated communications authorities of the two Governments.</p> <p>(c) The Government of the ROK shall, within the scope of applicable laws, regulations and agreements, take all reasonable measures to avoid or eliminate interference with electromagnetic radiation sensitive devices, telecommunications devices, or other apparatus required by the USAFs.</p>	<p><b>Understandings Re para. 1 of Art III</b></p> <p>(Summary) The U.S. shall notify and consult with the ROK on a timely basis about planned (1) modification or demolition (removal) of indigenous buildings and (2) new construction or alteration as defined by the Joint Committee that may affect the ability of local Korean providers or communities to provide relevant utilities and services, or may affect health and public safety in local communities.... The U.S. will give due consideration to the views expressed by the ROK. This procedure does not preclude the USAFs from making direct coordination with a local government for planning purposes.</p>

	(para. 3) Operations in the facilities and areas in use by the Government of the U.S. shall be carried on with due regard to the public safety.	
(c ) Special permit and licenses in connection with the use of facilities and areas (or installations)	No provisions.	
(d) Construction	<b>Art. III [Facilities and Areas - Security Measures]</b> (para.1) Within the facilities and areas, the U.S. may take all the measures necessary for their establishment, operation, safeguarding and control.	
(e) Transfer of fixtures	No provisions.	
<b>15 Return (or release) of the facilities and areas (or accommodation and land)</b>		
(a) Return of facilities and areas	<b>Art. II [Facilities and Areas - Grant and Return]</b> (para. 3) The facilities and areas used by the U.S. shall be returned to the ROK under such conditions as may be agreed through the Joint Committee whenever they are no longer needed for the purposes of this Agreement and the U.S. agrees to keep the needs for facilities areas under continual observation with a view toward such return.	<p><b>Understandings Re para. 3 of Art. II</b></p> <p>1. (summary) The U.S. and the ROK shall review, on at least an annual basis, all facilities and areas granted under Art. II of the SOFA with a view to returning the facilities and areas no longer needed for the use specified in the original acquisition document. This does not preclude the ROK from requesting the USAFs for return of specific facilities and areas at any time.</p> <p>2. (Summary) Whenever there is a change in the use of granted facilities and areas as originally listed on the acquisition documents recording the grant, the U.S. will notify and consult with the ROK. [Sub-para (a), (b), and (c ) refer to the procedures in cases of (a) continuous use; (b) programmed use; and (c) no existing use or programmed use respectively.]</p> <p>3. (Summary) In order to assist an accurate annual review of granted facilities and areas as envisaged in para. 1 of this Understanding, the Joint Committee will develop procedures to jointly survey existing facilities and areas.... The results of joint surveys will be used to ensure that properly executed acquisition documents exist and are properly filed with the real estate representatives and offices of record of both Parties, and to determine whether there is a need to return the facility or area.</p>

		4. (Summary) If a case is reported to the Joint Committee that use of a granted area or facility is impaired due to constraints, such as encroachment.... The ROK will promptly initiate steps to eliminate the constraint including taking administrative measures acceptable to both sides. The USAFs will also take necessary measures to properly manage and prevent encroachment to the extent possible of granted areas and facilities of which the U.S. has full rights of use, and the ROK will provide administrative support upon request of the USAFs.
(b) Residual Value	<p><b>Art IV [Facilities and Areas - Return of Facilities]</b></p> <p>(para. 1) The Government of the U.S. is not obliged, when it returns facilities and areas to the Government of the ROK on the expiration of this Agreement or at an earlier date, to restore the facilities and areas to the condition in which they were at the time they became available to the USAFs, or to compensate the Government of the ROK in lieu of such restoration.</p> <p>(para. 2) The Government of the ROK is not obliged to make any compensation to the Government of the U.S. for any improvements made in facilities and areas or for the buildings and structures left thereon on the expiration of this Agreement or the earlier return of the facilities and areas.</p> <p>(para. 3) The foregoing provisions shall not apply to any construction which the Government of the U.S. may undertake under special arrangements with the Government of the ROK.</p>	
<b>16 Maneuvering and Training</b>		
	No provisions.	
<b>17 Overall cost sharing</b>		
	<p><b>Art. V [Facilities and Areas — Cost and Maintenance]</b></p> <p>(para. 1) It is agreed that the U.S. will bear for the duration of this Agreement without cost to the ROK all expenditures incident to the maintenance of the USAFs in the ROK, except those to be borne by the ROK as provided in para. 2.</p>	

	<p>(para. 2) It is agreed that the ROK will furnish for the duration of this Agreement without cost to the U.S. and make compensation where appropriate to the owners and suppliers thereof all facilities and areas and rights of way, including facilities and areas jointly used, such as those at airfields and ports as provided in Art. II and III. The Government of the ROK assures the use of such facilities and areas to the Government of the U.S. and will hold the Government of the U.S. as well as its agencies and employees harmless from any third party claims which may be advanced in connection with such use.</p>	
<b>18 Tax and customs exemption</b>		
(a) Tax	<p><b>Art XIV [Taxation]</b></p> <p>(para. 1) The USAFs shall not be subject to taxes or similar charges on property held, used or transferred by such forces in the ROK.</p> <p>(para. 2) MFs, MCCs, and DPs shall not be liable to pay any Korean taxes to the Government of the ROK or to any other taxing agency in the ROK on income received as a result of their service with or employment by the USAFs, including the organizations provided for in Art. XIII. Persons in the ROK solely by reason of being MFs, MCCs, or DPs shall not be liable to pay any Korean taxes to the Government of the ROK or to any taxing agency in the ROK on income derived from sources outside of the ROK, nor shall periods during which such persons are in the ROK be considered as periods of residence or domicile in the ROK for the purpose of Korean taxation. The provisions of this Art. do not exempt such persons from payment of Korean taxes on income derived from Korean sources, other than those sources referred to in the first sentence of this para., nor do they exempt U.S. citizens who claim residence in the Republic of Korea for U.S. income tax purposes from payment of Korean taxes on income.</p> <p>(para. 3) MFs, MCCs, and DPs shall be exempt from taxation in the ROK on the holding, use, transfer inter se, or transfer by death of movable property, tangible or intangible, the presence of which in the ROK is due solely to the temporary presence of these persons in the ROK, provided that such exemption shall not apply to property held for the purpose of investment or the conduct of business in the ROK or to any intangible property registered in the ROK.</p>	

(b) Customs

**Art. IX [Customs and Duties]**

(para. 1) Save as provided in this Agreement, MFs, MCCs, and DPs shall be subject to the laws and regulations administered by the customs authorities of the ROK.

(para. 2) All materials, supplies and equipment imported by the USAFs (including their authorized procurement agencies and their nonappropriated fund organizations provided for in Art. XIII), for the official use of the USAFs or for the use of the MFs, MCCs, and DPs, and materials, supplies and equipment which are to be used exclusively by the USAFs or are ultimately to be incorporated into articles or facilities used by such forces, shall be permitted entry into the ROK; such entry shall be free from customs duties and other such charges. Appropriate certification shall be made that such materials, supplies and equipment are being imported by the USAFs (including their authorized procurement agencies and their nonappropriated fund organizations provided for in Art. XIII), or, in the case of materials, supplies and equipment to be used exclusively by the USAFs or ultimately to be incorporated into articles or facilities used by such forces, that delivery thereof is to be taken by the USAFs for the purposes specified above. The exemptions provided in this para. shall extend to materials, supplies and equipment imported by the USAFs for the use of other armed forces in the ROK under the Unified Command which receive logistical support from the USAFs.

(para. 3) Property consigned to and for the personal use of MFs, MCCs, and DPs, shall be subject to customs duties and other such charges, except that no duties or charges shall be paid with respect to:

(a) furniture, household goods, and personal effects for their private use imported by the MFs, or MCCs when they first arrive to serve in the ROK or by their DPs when they first arrive for reunion with members of such forces or civilian component;

(b) vehicles and parts imported by MFs or MCCs for the private use of themselves or their DPs;

(c) reasonable quantities of personal effects and household goods of a type which would ordinarily be purchased in the U.S. for the private use of MFs, MCCs, and DPs, which are mailed into the ROK through U.S. military post offices.

(para. 4) The exemptions granted in para.s 2 and 3 shall apply only to cases of importation of goods and shall not be interpreted as refunding customs duties and domestic excises collected by the customs authorities at the time of entry in cases of purchase of goods on which such duties and excises have already been collected.

(para. 5) Customs examination shall not be made in the following cases:  
(a) Fs under orders, other than leave orders, entering or leaving the ROK;  
(b) official documents under official seal and First Class letter mail in the U.S. military postal channels under official postal seal;  
(c) military cargo consigned to the United States armed forces.

(para. 6) Except as such disposal may be authorized by the ASs and ARs in accordance with mutually agreed conditions, goods imported into the ROK free of duty shall not be disposed of in the ROK to persons not entitled to import such goods free of duty.

(para. 7) Goods imported into the ROK free from customs duties and other such charges pursuant to para. 2 and 3, may be reexported free from customs duties and other such charges.

(para. 8) The USAFs, in cooperation with the ARs, shall take such steps as are necessary to prevent abuse of privileges granted to the USAFs, members of such forces, the CC, and their DPs in accordance with this Art.

**Understandings Re para. 5 of Art. IX (Summary)**

1. Detailed examination procedures will be specified in a separate implementing agreement.  
2. ROK customs authorities may be present at inspections by ASs, of household goods or hold baggage shipments upon delivery to individual MFs, or MCCs, or DPs at their quarters and in their presence.  
3. ROK customs authorities shall not make customs examination on military cargo consigned to the USAFs including their authorized procurement agencies and their non-appropriated fund organizations provided for in Article XIII. (the latter clauses refer to offering of cargo information by AFs.)

**Understandings Re para. 6 of Art. IX (Summary)**

ASs will confer with ARs on implementation procedures that are satisfactory to the ROK and that comply with all applicable ROK customs regulations. ASs may impose more but not less stringent restrictions on MFs, MCCs, invited contractor employees, and their DPs, than are required by the ROK.

	<p>(para. 9) (a) In order to prevent offenses against laws and regulations administered by the customs authorities of the Government of the ROK, the ARs and the USAFs shall assist each other in the conduct of inquiries and the collection of evidence.</p> <p>(b) The USAFs shall render all assistance within their power to ensure that articles liable to seizure by, or on behalf of, the customs authorities of the Government of the ROK are handed over to those authorities.</p> <p>(c ) The USAFs shall render all assistance within their power to ensure the payment of duties, taxes, and penalties payable by MFs, or MCCs, or DPs.</p> <p>(d) The AFs shall provide all practicable assistance to the customs officials dispatched to military controlled piers and airports for the purpose of customs inspection.</p> <p>(e) Vehicles and articles belonging to the USAFs seized by the customs authorities of the Government of the ROK in connection with an offense against its customs or fiscal laws or regulations shall be handed over to the appropriate authorities of such forces.</p>	
<b>19 Foreign exchange controls</b>		
(a) Foreign exchange controls	<p><b>Art. XVIII [Foreign Exchange Controls]</b></p> <p>(para. 1) MFs, MCCs, and DPs, shall be subject to the foreign exchange controls of the Government of the ROK.</p> <p>(para. 2) The preceding para. shall not be construed to preclude the transmission into or out of the ROK of U.S. dollars or dollar instruments representing the official funds of the U.S. or realized as a result of service or employment in connection with this Agreement by MFs, and MCCs, or realized by such persons and their DPs from sources outside of the ROK.</p> <p>(para. 3) The ASs shall take suitable measures to preclude the abuse of the privileges stipulated in the preceding para. or circumvention of the foreign exchange controls of the ROK.</p> <p>[Summary of Agreed Minutes Re Art. XVIII] (With regard to payment to persons other than MFs, MCCs, and DPs) In these transactions, the highest rate in terms of the number of Korean won per U.S. dollar which, at the time the conversion is made, is not unlawful in the Republic of Korea (shall be used).</p>	

(b) Military payment certificate	<p><b>Art. XIX [Military Payment Certificates]</b></p> <p>(para. 1) (a) U.S. military payment certificates denominated in dollars may be used by persons authorized by the U.S. for internal transactions. The Government of the U.S. will take appropriate action to ensure that authorized personnel are prohibited from engaging in transactions involving military payment certificates except as authorized by U.S. regulations. The Government of the ROK will take necessary action to prohibit unauthorized persons from engaging in transactions involving military payment certificates and with the aid of ASs will undertake to apprehend and punish any person or persons under its jurisdiction involved in the counterfeiting or uttering of counterfeit military payment certificates.</p> <p>(para. 1) (b) It is agreed that the ASs will, to the extent authorized by U.S. law, apprehend and punish MFs, MCCs, or DPs, who tender military payment certificates to unauthorized persons and that no obligation will be due to such unauthorized persons or to the Government of the ROK or its agencies from the U.S. or any of its agencies as a result of any unauthorized use of military payment certificates within the ROK.</p> <p>(para. 2) In order to exercise control of military payment certificates the U.S. may designate certain American financial institutions to maintain and operate, under U.S. supervision, facilities for the for the use of persons authorized by the U.S. to use military payment certificates. Institutions authorized to maintain military banking facilities will establish and maintain such facilities physically separated from their Korean commercial banking business, with personnel whose sole duty is to maintain and operate such facilities. Such facilities shall be permitted to maintain U.S. currency bank accounts and to perform all financial transactions in connection therewith including receipt and remission of funds to the extent provided by Art. XVIII, para. 2, of this Agreement.</p>	
<b>20 The applicability of SOFA to wartime condition</b>		
	<p><b>No provisions except with regard to the application of Art. XXII (Jurisdiction)</b></p> <p><b>Art. XXII</b></p> <p>(para. 11) In the event of hostilities to which the provisions of Art. II of the Mutual Defense Treaty apply, the provisions, of this Agreement pertaining to criminal jurisdiction shall be immediately suspended and theAFs shall have the right to exercise exclusive jurisdiction over members of the United States armed forces, the civilian component, and their dependents.</p>	
<b>21 Settlement of disputes and features of administrative body for SOFA implementation</b>		



	<p><b>Art. XXVIII [Joint Committee]</b></p> <p>(para. 1) A Joint Committee shall be established as the means for consultation between the Government of the U.S. and the Government of the ROK on all matters requiring mutual consultation regarding the implementation of this Agreement except where otherwise provided. In particular, the Joint Committee shall serve as the means for consultation in determining the facilities and areas in the ROK which are required for the use of the U.S. in carrying out the purposes of this Agreement.</p> <p>(para. 2) The Joint Committee shall be composed of a representative of the Government of the U.S. and a representative of the Government of the ROK, each of whom shall have one or more deputies and a staff. The Joint Committee shall determine its own procedures, arrange for such auxiliary organs and administrative services as may be required. The Joint Committee shall be so organized that it may meet immediately at any time at the request of the representative of either the Government of the U.S. or the Government of the ROK.</p> <p>(para. 3) If the Joint Committee is unable to resolve any matter, it shall refer that matter to the respective Governments for further consideration through appropriate channels.</p>	
<b>22 Revision of the agreement</b>		
	<p><b>Art. XXX [Revision of Agreement]</b></p> <p>Either Government may at any time request the revision of any Art. of this Agreement, in which case the two Governments shall enter into negotiations through appropriate channels.</p>	
<b>23 Ratification and Accession</b>		
	<p><b>Art XXIX [Entry into Force of Agreement]</b></p> <p>(para. 1) This Agreement shall enter into force three months after the date of a written notification from the Government of the ROK to the Government of the U.S. that it has approved the Agreement in accordance with its legal procedures.</p>	

	<p>(para. 2) The Government of the ROK shall undertake to seek from its legislature all legislative and budgetary action necessary to give effect to the provisions of this Agreement.</p> <p>(para. 3) Subject to the provisions of Art. XXII, para. 12, this Agreement shall, upon its entry into force, supersede and replace the Agreement between the Government of the U.S. and the Government of the ROK on jurisdictional matters, effected by an exchange of notes at Taejon on July 12, 1950.</p> <p>(para. 4) Within the scope of this Agreement, para. 13 of Art. III of the Agreement on Economic Coordination between the ROK and the Unified Command of May 24, 1952, shall not apply to MFs, MCCs, invited contractors, or dependents thereof.</p>	
<b>24 Termination or denunciation</b>		
	<p><b>Art. XXXI [Duration of Agreement]</b></p> <p>This Agreement, and agreed revisions thereof, shall remain in force while the Mutual Defense Treaty between the U.S. and the ROK remains in force unless terminated earlier by agreement between the two Governments.</p>	
<b>25 Territorial applicability (including colonial territories)</b>		
	No provisions.	
<b>26 Authentic language</b>	Both texts shall have equal authenticity, but in case of divergence the English text shall prevail.	

## Appendix B-9 The Philippines SOFA

### [Main agreements of SOFA]

#### **Mutual Defense Treaty Between the United States and the Republic of the Philippines**

(Signed August 30, 1951 and entered into force August 27, 1952) (abbreviated as MDT) 3 UST 1682; TIAS 2834; 213 UNTS 77

#### **Agreement for the Establishment of a Mutual Defense Board and the assignment of Philippine military liason officers to United States military bases in the Philippines** (abbreviated as MDB)

(Signed and entered into force May 15, 1958) 9 UST 547; TIAS 4033; 316 UNTS 163

#### **Visiting Forces Agreement** (abbreviated as VFA)

Agreement Between the Government of the Republic of the Philippines and the Government of the United States of America Regarding the Treatment of United States Armed Forces Visiting the Philippines (Signed Feb. 10, 1998 and entered into force in 1999) TIAS 12931

#### **Agreement to Establish a Security Engagement Board** (Signed and entered into force April 12, 2006) (abbreviated as SEB)

#### **Mutual Logistics Support Agreement, 2007** (abbreviated as MLSA)

Mutual Logistics Support Agreement Between the Department of Defense of the United States of America and the Department of National Defense of the Republic of the Philippines (entered into force Nov.21, 2007)

#### **Enhanced Defense Cooperation Agreement** (abbreviated as EDCA)

Agreement Between the Government of the Republic of the Philippines and the Government of the United States of America On Enhanced Defense Cooperation (Signed April 28, 2014 as an administrative agreement)

### [Abbreviations]

*See Abbreviations at the front page of this dissertaion.*

### [Definition of terms]

Mutual Defense Treaty, VFA, and other agreements	
<b>VFA Art. I [Definitions]</b>	
As used in this Agreement, "United States personnel" means United States military and civilian personnel temporarily in the Philippines in connection with activities approved by the Philippine Government. Within this definition:	
1. <b>Military personnel:</b> The term "military personnel" refers to military members of the United States Army, Navy, Marine Corps, Air Force, and Coast Guard.	
2. <b>Civilian personnel:</b> The term "civilian personnel" refers to individuals who are neither nationals of nor ordinarily resident in the Philippines and who are employed by the USAFs or who are accompanying the USAFs, such as employees of the American Red Cross and the United Services Organization.	

**EDCA Art II [Definitions]**

1. "United States personnel" means United States military and civilian personnel temporarily in the territory of the Philippines in connection with activities approved by the Philippines, as those terms are defined in the VFA.
2. "United States forces" means the entity comprising United States personnel and all property, equipment, and materiel of the USAFs present in the territory of the Philippines.
3. "United States contractors" means companies and firms, and their employees, under contract or subcontract to or on behalf of the United States Department of Defense. United States contractors are not included as part of the definition of United States personnel in this Agreement, including within the context of the VFA.
4. "Agreed Locations" means facilities and areas that are provided by the Government of the Philippines through the AFP (Armed Forces of the Philippines) and that United States forces, United States contractors, and others as mutually agreed, shall have the right to access and use pursuant to this Agreement. Such Agreed Locations may be listed in an annex to be appended to this Agreement, and may be further described in implementing arrangements.
5. "Designated Authorities" means, respectively, the Philippine Department of National Defense, unless the Philippines otherwise provides written notice to the United States, and the United States Department of Defense, unless the United States otherwise provides written notice to the Philippines.

*(Since both VFA and EDCA presuppose that stationing of U.S. forces are temporal or rotational, there is no referring with regard to the dependents of the U.S. personnel)*

Items to be compared		Mutual Defense Treaty and other agreements	
1	Existence of security alliance		Y
2	Structure of alliance	Bilateral	B
3	Respect for the law of the receiving state		
		<b>VFA Art. II [Respect for Law]</b> It is the duty of U.S. personnel to respect the laws of the Republic of the Philippines and to abstain from any activity inconsistent with the spirit of this agreement, and, in particular, from any political activity in the Philippines. The Government of the U.S. shall take all measures within its authority to ensure that this is done.	
4	Entry and departure of foreign military personnel with relaxation of the customary immigration procedures		
	(a) Identification	<b>VFA Art. III [Entry and Departure]</b> VFA Art III (2) U.S. military personnel shall be exempt from passport and visa regulations upon entering and departing the Philippines.  VFA Art. III (3) The following documents only, which shall be presented on demand, shall be required in respect of U.S. military personnel who enter the Philippines:  (a) personal identity card issued by the appropriate AS showing full name, date of birth, rank or grade and service number (if any), branch of service and photograph; and  (b) individual or collective document issued by the appropriate AS, authorizing the travel or visit and identifying the individual or group as U.S. military personnel.	

	VFA Art. III (4) U.S. civilian personnel shall be exempt from visa requirements but shall present, upon demand, valid passports upon entry and departure of the Philippines.	
(b) Frontier crossings	VFA Art III (1) The Government of the Philippines shall facilitate the admission of U.S. personnel and their departure from the Philippines in connection with activities covered by this agreement.	
	VFA ART. III (3) (c) the commanding officer of a military aircraft or vessel shall present a declaration of health, and when required by the cognizant representative of the Government of the Philippines, shall conduct a quarantine inspection and will certify that the aircraft or vessel is free from quarantinable diseases. Any quarantine inspection of U.S. aircraft, or vessels, or cargoes thereon, shall be conducted by the U.S. commanding officer in accordance with the international health regulations as promulgated by the World Health Organization, and mutually agreed procedures.	
(c ) Registration and Aliens Control		
(d) Residence and Settlement		
(e) Expulsions and Removal	VFA Art. III (5) If the Government of the Philippines has requested the removal of any U.S. personnel from its territory, the ASs shall be responsible for receiving the person concerned within its own territory or otherwise disposing of said person outside of the Philippines.	
<b>5 Vehicles and Driving License or Permit</b>		
(a) Driving Permit (DRP)	<b>VFA Art. IV [Driving and Vehicle Registration]</b> (1) ARs shall accept as valid, without test or fee, a driving permit or license issued by the appropriate AR to U.S. personnel for the operation of military or official vehicles. ( <i>Since the Agreement is about the temporarily visiting U.S. personnel, there is no referring with regard to the license for private vehicles</i> )	
(b) Registration and Licensing of Vehicles, Vessels, and Aircraft	(2) Vehicles owned by the Government of the U.S. need not be registered, but shall have appropriate markings.	
(c) Third Party Liability Insurance of Private Motor Vehicles, Trailers and Aircraft		
<b>6 Carrying Arms (and Uniform)</b>		
<b>7 Police power (Military Police of the sending state and the Police of the receiving state) and the Protection of the bases and information</b>		
(a) Within the bases		
(b) Outside of the bases		
(c ) Protection of the bases and information	<b>EDCA Art. VI [Security]</b> (1) The Parties shall cooperate to take such measures as may be necessary to ensure the protection, safety, and security of U.S. forces and U.S. contractors, and the protection and security of official U.S. information in the territory of the Philippines.	

	<p>(2) The Philippines retains primary responsibility for security with respect to Agreed Locations.</p> <p>(4) The Parties shall take all reasonable measures to ensure the protection, safety, and security of U.S. property from seizure by or conversion to the use of any party other than the U.S., without the prior written consent of the U.S.</p>	
<b>8</b>	<b>Jurisdiction (1) The definition of persons covered by SOFA - Who is to be protected under SOFA? -</b>	
	<p><b>VFA Art. V [Criminal Jurisdiction]</b></p> <p>United States personnel &gt;&gt;&gt; VFA Art. I: United States military and civilian personnel temporarily in the Philippines in connection with activities approved by the Philippine Government.</p>	
<b>9</b>	<b>Jurisdiction (2) Jurisdictional Decision</b>	
(a) Exclusive jurisdiction	<p>VFA Art. V (1) Subject to the provisions of this art.:</p> <p>(a) ARs shall have jurisdiction over U.S. personnel with respect to offenses committed within the Philippines and punishable under the law of the Philippines.</p> <p>(b) .S. AFs shall have the right to exercise within the Philippines all criminal and disciplinary jurisdiction conferred on them by the military law of the U.S. over U.S. personnel in the Philippines.</p> <p>VFA Art. V (2) (a) ARs exercise exclusive jurisdiction over United States personnel with respect to offenses, including offenses relating to the security of the Philippines, punishable under the laws of the Philippines, but not under the. laws of the U.S.</p> <p>(b) ASs exercise exclusive jurisdiction over U.S. personnel with respect to offenses, including offenses relating to the security of the U.S., punishable under the laws of the U.S., but not under the laws of the Philippines.</p> <p>(c ) For the purposes of this para. and para. 3 of this art., an offense relating to security means: (1) treason; (2) sabotage, espionage or violation of any law relating to national defense.</p>	
(b) Concurrent jurisdiction	<p>VFA Art. V (3) In cases where the right to exercise jurisdiction is concurrent, the following rules shall apply:</p> <p>(a) ARs shall have the primary right to exercise jurisdiction over all offenses committed by U.S. personnel, except in cases provided for in para.s 1 (b), 2 (b), and 3 (b) of this Art.</p> <p>(b) .S. AFs shall have the primary right to exercise jurisdiction over U.S. personnel subject to the military law of the U.S. in relation to: (1) offenses solely against the property or security of the U.S. or offenses solely against the property or person of U.S. personnel; and (2) offenses arising out of any act or omission done in performance of official duty.</p> <p>(e) When the U.S. military commander determines that an offense charged by ARs against U.S. personnel arises out of an act or omission done in the performance of official duty, the commander will issue a certificate setting forth such determination. This certificate will be transmitted to the appropriate ARs and will constitute sufficient proof of performance of official duty for the purposes of para. 3 (b) (2) of this art. In those cases where the Government of the Philippines believes the circumstances of the case require a review of the duty certificate, AFs and ARs shall consult immediately. ARs at the highest levels may also present any information bearing on its validity. AFs shall take full account of the Philippine position. Where appropriate, AFs will take disciplinary or other action against offenders in official duty cases, and notify the Government of the Philippines of the actions taken.</p>	

	<p>(f) f the government having the primary right does not exercise jurisdiction, it shall notify the authorities of the other government as soon as possible.</p> <p>(g) The ARs and the ASs shall notify each other of the disposition of all cases in which both the authorities of the Philippines and the United States have the right to exercise jurisdiction.</p> <p>VFA Art. V (11) U.S. personnel shall be subject to trial only in Philippine courts of ordinary jurisdiction, and shall not be subject to the jurisdiction of Philippine military or religious courts.</p>	
(c) Waiver of jurisdiction	<p>VFA Art. V (3) (c ) The authorities of either government may request the authorities of the other government to waive their primary right to exercise jurisdiction in a particular case.</p> <p>VFA Art. V (3) (d) Recognizing the responsibility of the AFs to maintain good order and discipline among their forces, ARs will, upon request by the U.S., waive their primary right to exercise jurisdiction except in cases of particular importance to the Philippines. If the Government of the Philippines determines that the case is of particular importance, it shall communicate such determination to the ASs within twenty (20) days after the ARs receive the U.S. request.</p>	
<b>10 Jurisdiction (3) Differences in the right of the accused: arrest, custody, and related issues</b>		
(a) Arrest, custody, and investigation	<p>VFA Art. V (4) Within the scope of their legal competence, the authorities of the Philippines and the U.S. shall assist each other in the arrest of U.S. personnel in the Philippines and in handing them over to authorities who are to exercise jurisdiction in accordance with the provisions of this art.</p> <p>VFA Art. V (5) AFs shall promptly notify ARs of the arrest or detention of U.S. personnel who are subject to Philippine primary or exclusive jurisdiction. ARs shall promptly notify AFs of the arrest or detention of any U.S. personnel.</p> <p>VFA Art. V (6) The custody of any U.S. personnel over whom the Philippines is to exercise jurisdiction shall <u>immediately reside with AFs</u>, if they so request, from the commission of the offense until completion of all judicial proceedings. AFs shall, upon formal notification by the ARs and without delay, make such personnel available to those authorities in time for any investigative or judicial proceedings relating to the offense with which the person has been charged. In extraordinary cases, the Philippine Government shall present its position to the U.S. Government regarding custody, which the U.S. Government shall take into full account.</p> <p>In the event Philippine judicial proceedings are not completed within one year, the U.S. shall be relieved of any obligations under this para. The one year period will not include the time necessary to appeal. Also, the one year period will not include any time during which scheduled trial procedures are delayed because ASs, after timely notification by ARs to arrange for the presence of the accused, fail to do so.</p> <p>VFA Art. V (7) Within the scope of their legal authority, U.S. and Philippine authorities shall assist each other in the carrying out of all necessary investigations into offenses and shall cooperate in providing for the attendance of witnesses and in the collection and production of evidence, including seizure and, in proper cases, the delivery of objects connected with an offense.</p> <p>VFA Art. V (9) When U.S. personnel are detained, taken into custody, or prosecuted by ARs, they shall be accorded all procedural safeguards established by the law of the Philippines. At the minimum, U.S. personnel shall be entitled:</p> <p>(a) To a prompt and speedy trial;</p>	

	<p>(b) To be informed in advance of trial of the specific charge or charges made against them and to have reasonable time to prepare a defense;</p> <p>(c) To be confronted with witnesses against them and to cross examine such witnesses;</p> <p>(d) To present evidence in their defense and to have compulsory process for obtaining witnesses;</p> <p>(e) To have free and assisted legal representation of their own choice on the same basis as nationals of the Philippines;</p> <p>(f) To have the services of a competent interpreter;</p> <p>(g) To communicate promptly with and to be visited regularly by ASs, and to have such authorities present at all judicial proceedings. These proceedings shall be public unless the court, in accordance with Philippine law, excludes persons who have no role in the proceedings.</p>	
(b) Death penalty		
(c) Serving a sentence	VFA Art. V (10) The confinement or detention by ARs of U.S. personnel shall be carried out in facilities agreed on by appropriate Philippine and U.S. authorities. U.S. personnel serving sentences in the Philippines shall have the right to visits and material assistance.	
(d) Trial	VFA Art. V (8) When U.S. personnel have been tried in accordance with the provisions of this art. and have been acquitted or have been convicted and are serving, or have served their sentence, or have had their sentence remitted or suspended, or have been pardoned, they may not be tried again for the same offense in the Philippines. Nothing in this para., however, shall prevent AFs from trying U.S. personnel for any violation of rules of discipline arising from the act or omission which constituted an offense for which they were tried by ARs.	
<b>11 Administrative jurisdiction</b>		
(a) Environment protection	<p><b>EDCA Art. IX [Environment, Human Health, and Safety]</b></p> <p>(1) The Parties recognize and acknowledge the importance of protection of the environment and human health and safety in the context of activities covered by this Agreement and agree to implement this Agreement in a manner consistent with the protection of the natural environment and human health and safety and to pursue a preventative rather than reactive approach to environmental protection. To this end, the Parties shall cooperate to ensure problems that may arise are dealt with immediately in order to prevent any lasting damage to the environment or endangerment of human health and safety.</p> <p>(2) The U.S. confirms its intent to respect relevant Philippine environmental, health, and safety laws, regulations, and standards in the execution of its policies. The Philippines confirms its policy to implement environmental, health, and safety laws, regulations, and standards with due regard for the health and safety of U.S. forces and U.S. contactors. The Parties shall fully cooperate in the timely exchange between the competent representatives of the Parties of all relevant existing information concerning environmental and health protection at Agreed Locations. The environmental compliance standards applied by U.S. forces shall reflect, in accordance with its policies, the more protective of U.S., Philippine, or applicable international agreement standards. To that end, during the development and periodic review of such environmental practices, the Parties shall cooperate and consult to ensure that Philippine standards are accurately reflected.</p> <p>(3) U.S. forces shall not intentionally release any hazardous materials or hazardous waste owned by it, and, if a spill occurs, shall expeditiously take action in order to contain and address environmental contamination resulting from the spill.</p>	



(b) Health and Sanitation	<b>VFA Art. III [Entry and Departure] (3)-(c) :</b> the commanding officer of a military aircraft or vessel shall present a declaration of health, and when required by the cognizant representative of the Government of the Philippines, shall conduct a quarantine inspection and will certify that the aircraft or vessel is free from quarantinable diseases.	
(c ) Employment and labor law	<b>EDCA Art. VIII [Contracting Procedures]</b> (1) U.S. forces may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the territory of the Philippines without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment, or services. Such contracts shall be solicited, awarded, and administered in accordance with <u>the laws and egulations of the U.S.</u>	
(d) Traffic (or Movement)	<b>VFA Art. VIII [Movement of Vessels and Aircraft]</b> (1) Aircraft operated by or for the USAFs may enter the Philippines upon approval of the Government of the Philippines in accordance with procedures stipulated in implementing arrangements.  (2) Vessels operated by or for the USAFs may enter the Philippines upon approval of the Government of the Philippines. The movement of vessels shall be in accordance with international custom and practice governing such vessels, and such agreed implementing arrangements as necessary.  (3) Vehicles, vessels, and aircraft operated by or for the USAFs shall not be subject to the payment of landing or port fees, navigation or overflight charges, or tolls or other use charges, including light and harbor dues, while in the Philippines. Aircraft operated by or for the USAFs shall observe local air traffic control regulations while in the Philippines. Vessels owned or operated by the U.S. solely on United States Government non-commercial service shall not be subject to compulsory pilotage at Philippine ports.	
(e) Post	<b>EDCA Art. III (2)</b> When requested, the Designated Authority of the Philippines shall assist in facilitating transit or temporary access by U.S. forces to public land and facilities (including roads, ports, and airfields), including those owned or controlled by local governments, and to other land and facilities (including roads, ports, and airfields).	
(f) Telecommunications	<b>EDCA Art. VII [Utilities and Communications]</b> (2) The Parties recognize that it may be necessary for U.S. forces to use the radio spectrum. The Philippines authorizes the U.S. to operate its own telecommunication systems (as telecommunication is defined in the 1992 Constitution and Convention of the International Telecommunication Union ("ITU")). This shall include the right to utilize such means and services as required to ensure the full ability to operate telecommunication systems, and the right to use all necessary radio spectrum allocated for this purpose. Consistent with the 1992 Constitution and Convention of the ITU, U.S. forces shall not interfere with frequencies in use by local operators. Use of the radio spectrum shall be free of cost to the U.S.	
<b>12 Claims</b>		
(a) Waiver and settlement of claims	<b>VFA Art. VI [Claims]</b>  VFA Art. VI (1) Except for contractual arrangements, including U.S. foreign military sales letters of offer and acceptance and leases of military equipment, both governments waive any and all claims against each other for damage, loss or destruction to property of each other's armed forces or for death or injury to their military and civilian personnel arising from activities to which this agreement applies.	

	(2) For claims against the U.S., other than contractual claims and those to which para. 1 applies, the U.S. Government, <u>in accordance with U.S. law regarding foreign claims</u> , will pay just and reasonable compensation in settlement of meritorious claims for damage, loss, personal injury or death, caused by acts or omissions of U.S. personnel, or otherwise incident to the non-combat activities of the U.S. forces.	
(b) Damages to third parties		
(c) Immunity of personnel on duty		
(d) Damages caused by out-of-duty personnel		
(e) Judgment of official duty		
(f) Civil jurisdiction by the AR		
(g) Other general issues		
<b>13 Logistic support</b>		
(a) Private consumption	No provision with regard to the private consumption in the RP.	
(b) Military consumption and utility services	<p><b>EDCA Art. IV [Equipment, Supplies, and Materiel]</b></p> <p>(1) The Philippines hereby authorizes U.S. forces, through bilateral security mechanisms, such as the MDB and SEB, to preposition and store defense equipment, supplies, and materiel ("prepositioned materiel"), including, but not limited to, humanitarian assistance and disaster relief equipment, supplies, and materiel, at Agreed Locations. U.S. forces shall notify the AFP in advance regarding the quantities and delivery schedules of defense equipment, supplies, and materiel that U.S. forces intend to preposition in Agreed Locations, as well as who will make such deliveries.</p> <p>(2) The Parties share a recognition of the benefits that such prepositioning could have for humanitarian assistance and disaster relief. The Parties also recognize the value of such prepositioning to the enhancement of their individual and collective defense capabilities.</p> <p>(3) The prepositioned materiel of U.S. forces shall be for the exclusive use of U.S. forces, and full title to all such equipment, supplies, and materiel remains with the U.S. U.S. forces shall have control over the access to and disposition of such prepositioned materiel and shall have the unencumbered right to remove such prepositioned materiel at any time from the territory of the Philippines,</p> <p>(4) .S. forces and U.S. contractors shall have unimpeded access to Agreed Locations for all matters relating to the prepositioning and storage of defense equipment, supplies, and materiel, including delivery, management, inspection, use, maintenance, and removal of such equipment, supplies and materiel</p> <p>(5) The Parties share an intent that U.S. contractors may carry out such matters in accordance with, and to the extent permissible under, U.S. laws, regulations, and policies.</p> <p>(6) The prepositioned materiel shall not include nuclear weapons.</p>	

	<p><b>EDCA Art. VII [Utilities and Communications]</b></p> <p>(1) The Philippines hereby grants to U.S. forces and U.S. contractors the use of water, electricity, and other public utilities on terms and conditions, including rates or charges, no less favorable than those available to the AFP or the Government of the Philippines in like circumstances, less charges for taxes and similar fees, which will be for the account of the Philippine Government. U.S. forces' costs shall be equal to their pro rata share of the use of such utilities.</p> <p><b>EDCA Art. VIII [Contracting Procedures]</b></p> <p>(1) .S. forces may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the territory of the Philippines without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment, or services. Such contracts shall be solicited, awarded, and administered in accordance with the laws and regulations of the U.S.</p> <p>(2) .S. forces shall strive to use Philippine suppliers of goods, products, and seivices to the greatest extent practicable in accordance with the laws and regulations of the U.S.</p>	
(c ) Free services		
(d) Travelling facilities and fares		
(e) Payment (for goods and services)		
(f) Tax exemption for logistics	<p><b>VFA Art. VII [Importation and Exportation]</b></p> <p>(1) U.S. Government equipment, materials, supplies, and other property imported into or acquired in the Philippines by or on behalf of the USAFs in connection with activities to which this agreement applies, shall be free of all Philippine duties, taxes and other similar charges. Title to such property shall remain with the U.S., which may remove such property from the Philippines at any time, free from export duties, taxes, and other similar charges. The exemptions provided in this para. shall also extend to any duty, tax, or other similar charges which would otherwise be assessed upon such property after importation into, or acquisition within, the Philippines. Such property may be removed from the Philippines, or disposed of therein, provided that disposition of such property in the Philippines to persons or entities not entitled to exemption from applicable taxes and duties shall be subject to payment of such taxes, and duties and prior approval of the Philippine Government.</p>	
<b>14 Facilities and areas for the forces of a sending state</b>		
(a) The use of facilities and areas	<p><b>EDCA Preamble</b></p> <p>Recognizing that all U.S. access to and. use of facilities and areas will be at the invitation of the Philippines and with full respect for the Philippine Constitution and Philippine laws;</p> <p><b>EDCA Art. I [Purpose and Scope]</b></p> <p>(1)-(b) Authorizing access to Agreed Locations in the territory of the Philippines by U.S. forces on a rotational basis, as mutually determined by the Parties.</p>	

	<p><b>EDCA Art. I</b> (2) In furtherance of the MDT, the Parties mutually agree that this Agreement provides the principal provisions and necessary authorizations with respect to Agreed Locations.</p> <p><b>EDCA Art. I</b> (3) The Parties agree that the U.S. may undertake the following types of activities in the territory of the Philippines in relation to its access to and use of Agreed Locations: security cooperation exercises; joint and combined training activities; humanitarian assistance and disaster relief activities; and such other activities as may be agreed upon by the Parties.</p> <p><b>EDCA Art. V [Ownership]</b> (1) The Philippines shall retain ownership of and title to Agreed Locations.</p>	
(b) The right to control facilities and areas (or the rights respecting installations)	<p><b>EDCA Art. III</b> (5) The Philippine Designated Authority and its authorized representative shall have access to the entire area of the Agreed Locations. Such access shall be provided promptly consistent with operational safety and security requirements in accordance with agreed procedures developed by the Parties.</p> <p><b>EDCA Art. VI</b> (3) U.S. forces are authorized to exercise all rights and authorities within Agreed Locations that are necessary for their operational control or defense, including taking appropriate measures to protect U.S. forces and U.S. contractors. The U.S. should coordinate such measures with appropriate authorities of the Philippines.</p>	
(c) Special permit and licenses in connection with the use of facilities and areas (or installations)	<p><b>EDCA Art. III [Agreed Locations]</b> (1) With consideration of the views of the Parties, the Philippines hereby authorizes and agrees that U.S. forces, U.S. contractors, and vehicles, vessels, and aircraft operated by or for U.S. forces may conduct the following activities with respect to Agreed Locations: training; transit; support and related activities; refueling of aircraft; bunkering of vessels; temporary maintenance of vehicles, vessels, and aircraft; temporary accommodation of personnel; communications; propositioning of equipment, supplies, and materiel; deploying forces and materiel; and such other activities as the Parties may agree.</p>	
(d) Construction	<p><b>EDCA Art. III</b> (4) The Philippines hereby grants to the U.S., through bilateral security mechanisms, such as the MDB and SEB, operational control of Agreed Locations for construction activities and authority to undertake such activities on, and make alterations and improvements to, Agreed Locations. U.S. forces shall consult on issues regarding such construction, alterations, and improvements based on the Parties' shared intent that the technical requirements and construction standards of any such projects undertaken by or on behalf of U.S. forces should be consistent with the requirements and standards of both Parties.</p>	
(e) Transfer of fixtures	<p><b>EDCA Art. V [Ownership]</b> refers to the transferable equipment, materiel, supplies relocatable structures, and other moveable property. → <i>SEE [15 Return of the facilities and areas] below.</i></p>	
<b>15 Return (or release) of the facilities and areas (or accommodation and land)</b>		
(a) Return of facilities and areas	<p><b>EDCA Art. V</b> (2) The U.S. shall return to the Philippines any Agreed Locations, or any portion thereof, including non-relocatable structures and assemblies constructed, modified, or improved by the U.S., once no longer required by U.S. forces for activities under this Agreement. The Parties or the Designated Authorities shall consult regarding the terms of return of any Agreed Locations, including possible compensation for improvements or construction.</p>	

(b) Residual Value	<p>(3) .S. forces and U.S. contractors shall retain title to all equipment, materiel, supplies, relocatable structures, and other moveable property that have been imported into or acquired within the territory of the Philippines by or on behalf of U.S. forces.</p> <p>(4) All buildings, non-relocatable structures, and assemblies affixed to the land in the Agreed Locations, including ones altered or improved by U.S. forces, remain the property of the Philippines. Permanent buildings constructed by U.S. forces become the property of the Philippines, once constructed, but shall be used by U.S. forces until no longer required by U.S. forces.</p> <p>(5) The Parties may consult regarding the possible transfer or purchase of equipment determined to be excess, as may be allowed by U.S. laws and regulations.</p>	
<b>16 Maneuvering and Training</b>		
	<p><b>EDCA Art. III [Agreed Locations]</b></p> <p>(1) With consideration of the views of the Parties, the Philippines hereby authorizes and agrees that U.S. forces, U.S. contractors, and vehicles, vessels, and aircraft operated by or for U.S. forces may conduct the following activities with respect to Agreed Locations: training; transit; support and related activities; refueling of aircraft; bunkering of vessels; temporary maintenance of vehicles, vessels, and aircraft; temporary accommodation of personnel; communications; propositioning of equipment, supplies, and materiel; deploying forces and materiel; and such other activities as the Parties may agree.</p>	
<b>17 Overall cost sharing</b>		
	<p><b>EDCA Art. III</b></p> <p>(3) Given the mutuality of benefits, the Parties agree that the Philippines shall make Agreed Locations available to U.S. forces without rental or similar costs. United States forces shall cover their necessary operational expenses with respect to their activities at the Agreed Locations.</p> <p><b>EDCA Art. III</b></p> <p>(6) U.S. forces shall be responsible on the basis of proportionate use for construction, development, operation, and maintenance costs at Agreed Locations. Specific funding arrangements may be defined in implementing arrangements.</p>	
<b>18 Tax and customs exemption</b>		
(a) Tax and (b) Customs	<p><b>VFA Art. VII</b> (1) U.S. Government equipment, materials, supplies, and other property imported into or acquired in the Philippines by or on behalf of the USAFs in connection with activities to which this agreement applies, shall be free of all Philippine duties, taxes and other similar charges. Title to such property shall remain with the U.S., which may remove such property from the Philippines at any time, free from export duties, taxes, and other similar charges. The exemptions provided in this para. shall also extend to any duty, tax, or other similar charges which would otherwise be assessed upon such property after importation into, or acquisition within, the Philippines. Such property may be removed from the Philippines, or disposed of therein, provided that disposition of such property in the Philippines to persons or entities not entitled to exemption from applicable taxes and duties shall be subject to payment of such taxes, and duties and prior approval of the Philippine Government.</p>	

	<p><b>VFA Art. VII</b> (2) Reasonable quantities of personal baggage, personal effects, and other property for the personal use of U.S. personnel may be imported into and used in the Philippines free of all duties, taxes and other similar charges during the period of their temporary stay in the Philippines. Transfers to persons or entities in the Philippines not entitled to import privileges may only be made upon prior approval of the appropriate ARs including payment by the recipient of applicable duties and taxes imposed in accordance with the laws of the Philippines. The exportation of such property and of property acquired in the Philippines by U.S. personnel shall be free of all Philippine duties, taxes, and other similar charges.</p>	
<b>19 Foreign exchange controls</b>		
(a) Foreign exchange controls		
(b) Military payment certificate		
<b>20 The applicability of SOFA to wartime condition</b>		
<b>21 Settlement of disputes and features of administrative body for SOFA implementation</b>		
	<p><b>EDCA Art. XI [Resolution of Disputes]</b></p> <p>The Parties agree to resolve any dispute arising under this Agreement exclusively through consultation between the Parties. Disputes and other matters subject to consultation under this Agreement shall not be referred to any national or international court, tribunal, or other similar body, or to any third party for settlement, unless otherwise agreed by the Parties.</p>	
	<p><b>Security Engagement Board</b> for direct and continuing liaison and consultation on non-traditional security concerns such as, but not limited to, terrorism, transnational crimes, maritime security and safety, natural and man-made disasters, between the appropriate Philippine and U.S. authorities.</p> <p><b>Mutual Defense Board</b> for security issues.</p>	
<b>22 Revision of the agreement</b>		
	<p><b>EDCA Art. XII [Entry into Force, Amendment, Duration, and Termination]</b></p> <p>(2) This Agreement, including any annex, may be amended by written agreement of the Parties, and such amendments shall enter into force in accordance with para. 1 of this Art.</p> <p>(3) Any annex appended to this Agreement shall form an integral part of this Agreement.</p>	
<b>23 Ratification and Accession</b>		
	<p><b>EDCA Art. XII [Entry into Force, Amendment, Duration, and Termination]</b></p> <p>(1) This Agreement shall enter into force on the date of the last note exchanged between the Parties, through diplomatic channels, confirming the completion of all necessary internal procedures required for the entry into force thereof.</p>	
<b>24 Termination or denunciation</b>		
	<p><b>VFA Art. IX [Duration and Termination]</b></p> <p>This agreement shall enter into force on the date on which the parties have notified each other in writing through the diplomatic channel that they have completed their constitutional requirements for entry into force. This agreement shall remain in force until the expiration of 180 days from the date on which either party gives the other party notice in writing that it desires to terminate the agreement.</p>	

	<b>EDCA Art. XII [Entry into Force, Amendment, Duration, and Termination]</b> (4) This Agreement shall have an initial term of ten years, and thereafter, it shall continue in force automatically unless terminated by either Party by giving one year's written notice through diplomatic channels of its intention to terminate this Agreement.	
<b>25 Territorial applicability (including colonial territories)</b>		
<b>26 Authentic language</b>	English	

## Appendix B-10 The Spain SOFA

### [Main agreements of SOFA]

#### NATO SOFA

#### Agreement On Friendship, Defense And Cooperation Between The United States Of America And The Kingdom Of Spain

(Signed July 2, 1982, entered into force May 14, 1983) (Abbreviated as AFDC) TIAS 10589

("Complementary Agreement Four Defense Industrial Cooperation" continues in effect.)

#### Agreement On Defense Cooperation Between The United States Of America And The Kingdom Of Spain

(Signed December 1, 1988, entered into force May 4, 1989, and revised by the Protocol of Amendment April 10, 2002)

(Abbreviated as ADC)

### [Abbreviations]

*See Abbreviations at the front page of this dissertation.*

Ch.: Chapter	PC: Permanent Committee
HLDC: Bilateral High Level Defense Committee	SAF: Spanish Armed Forces
IDA: Operational and Support Installation	SMD: Spanish Ministry of Defense

### [Definition of terms]

NATO SOFA	ADC or AFDC
<b>NATO SOFA Art. I: [Definitions]</b> a. 'force' means the personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in the North Atlantic Treaty area in connexion with their official duties, provided that the two Contracting Parties concerned may agree that certain individuals, units or formations shall not be regarded as constituting or included in a 'force' for the purpose of the present Agreement	<b>ADC Ch.IV Art. 36</b> (1) "Members of the force" ( <i>MF</i> ) means the personnel belonging to land, sea or air armed services of the U.S. when in Spain in connection with their official duties.
b. 'civilian component' means the civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located.	(2) The term "civilian component" as defined in NATO SOFA shall also mean employees of a non-Spanish and noncommercial organization agreed upon by the PC, who are nationals of or ordinarily resident in the U.S. and who, solely for the purpose of contributing to the welfare, morale, or education of the force, are accompanying those forces in Spain



c. 'dependent' means the spouse of a member of a force or a civilian component, or a child of such member depending on him or her for support;	(3) The term "dependent," ( <i>DP</i> ) as defined in NATO SOFA, means the spouse of a MF or the MCC; or a child of such a member dependent on him or her for support; or a parent of a MF or the MCC, or of the spouse of such a member, who is financially or for reasons of health dependent upon such a member; who shares the quarters occupied by such a member and who is recognized as a DP of such a member by the AFs. Upon approval by the PC, <u>other family members may be included in this provision as DPs when warranted by special circumstances.</u>
d. 'sending State' means the Contracting Party to which the force belongs	
e. 'receiving State' means the Contracting Party in the territory of which the force or civilian component is located, whether it be stationed there or passing in transit	
f. 'military authorities of the sending State' means those authorities of a sending State who are empowered by its law to enforce the military law of that State with respect to members of its forces or civilian components	
g. 'North Atlantic Council' means the Council established by Article 9 of the North Atlantic Treaty or any of its subsidiary bodies authorized to act on its behalf.	
	(4) The definition of the term "duty" in Art. XI (para. 12) of NATO SOFA shall apply whenever that term is used in this Agreement in connection with an importation or exportation.
	(5) The term "local labor personnel" as used in this Ch. and Annex 8 means persons of Spanish nationality hired by the Spanish Ministry of Defense ( <i>SMD</i> ) to render services to the U.S. forces on Spanish military bases, other than MFs, the MCCs, DPs, and persons referred to in Art. 8, para. 1 of Annex 8 of this Agreement.
	IDA (Operational and Support Installations) Any land or construction or grouping thereof, owned by the Spanish State and granted for use by the USF for specific purposes in fulfillment of the ADC.

	<p>Bilateral High Level Defense Committee (HLDC)  <b>ADC Ch. I Art. 6:</b> (It is) chaired by the Secretary of Defense of the U.S. and by the SMD, or by their high-level officers to whom they delegate is hereby established as a body for political consultations between the two countries in the field of defense and to foster the development of this Agreement. The Committee shall meet on a regular basis.</p>
	<p>Permanent Committee (PC)  <b>ADC Ch. I Art. 7:</b> (It is) created to ensure the necessary coordination between the Parties in the implementation of this Agreement and to examine and resolve, as appropriate, such issues as may arise, in the respective countries, as a result of its application and that cannot be resolved within the competence of the U.S. and Spanish authorities directly concerned.</p>

Items to be compared	NATO SOFA	ADC or AFDC	
<b>1 Existence of security alliance</b>			Y
<b>2 Structure of alliance</b>	Multi-lateral	Multilateral and bilateral defense cooperation	M
<b>3 Respect for the law of the receiving state</b>			
	<p><b>Art. II: [Law of the receiving state]</b>  It is the duty of a force and its civilian component and the members thereof as well as their dependents to respect the law of the receiving State, and to abstain from any activity inconsistent with the spirit of the present Agreement, and, in particular, from any political activity in the receiving State. It is also the duty of the sending State to take necessary of measures to that end.</p>	<p><b>ADC Preamble</b>  (Both parties) Affirm that their defense cooperation is based on full respect for the equal sovereignty of each country, and involves mutual obligations and a fair distribution of defense burdens;</p>	
<b>4 Entry and departure of foreign military personnel with relaxation of the customary immigration procedures</b>			
	<p><b>Art. III: [Entry and Departure]</b>  &lt;summary of para. 1, 2, 3, and 5&gt;</p>		

(a) Identification	(para.1) On the conditions specified in paragraph 2 of this Article and subject to compliance with the formalities established by the receiving State relating to entry and departure of a force or the members thereof, such members shall be exempt from passport and visa regulations and immigration inspection on entering or leaving the territory of a receiving State. They shall also be exempt from the regulations of the receiving State on the registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in the territories of the receiving State.	<b>ADC Ch. IV Art. 37</b> (2) The Spanish Government shall not require visas for entry into and departure from Spain for MFs, MCCs and DPs. ARs shall make the annotations required by Spanish law in the passports of such persons.	
	(para. 2) [Required documents]: (sub-para.a) Personal identity card, or (sub-para. b) individual or collective movement order. (para. 3) Members of civilian component and dependents shall be so described in their passports.	(5) During their stay in Spain, MFs, MCCs, and their DPs will prove their status with either the documentation provided for in Art.III of NATO SOFA, or by a special identification card issued by the AFs according to a standard bilingual form communicated to the PC. The above documentation shall be valid in Spanish territory and in <u>no case shall be valid for border crossings.</u>	
(b) Frontier crossings	(Para 2) The following documents only will be required on demand. (sub-para. a) Personal identity card issued by the sending state. (sub-para. b) Individual or collective movement order in the language of the sending state and in English and French. The receiving State may require a movement order to be countersigned by its appropriate representative.	(1) In accordance with current practices and unless otherwise mutually agreed, the Spanish Government waives its authority under Art. III, para. 2 (b) of NATO SOFA to require countersignature of movement orders. (4) The Commander of the base in which there are IDAS shall establish, in collaboration with the Commander of the USF, the necessary controls and procedures to comply with the provisions in para.s 1 and 2 of this Art.	
(c ) Registration and Aliens Control	(Para.1) They shall also be exempt from the regulation on the registration and aliens control.	(3) MFs, MCCs, and their DPs shall be exempt from registration and control as aliens.	
(d) Residence and Settlement	(para.1) They shall not be considered as acquiring any right to permanent residence or domicile in the receiving state.		
(e) Expulsions and Removal	(para. 4) The sending state shall inform the receiving state such particulars if member of a force or of a civilian component leaves the employ and is not repatriated and any member absented himself for more than twenty-one days.		

	<p>(para. 5) If the receiving State has requested the removal of a member of a force or civilian component or has made an expulsion order against an ex-member of a force or of a civilian component or against a dependent of a member or ex-member, the sending State shall be responsible for receiving the person concerned within their own territory or otherwise disposing of him outside the receiving State. Applicable only to persons who are not nationals of the receiving State and have entered the receiving State as members of a force or civilian component or for the purpose of becoming such members, and to the dependents of such persons.</p>		
<b>5 Vehicles and Driving License or Permit</b>			
(a) Driving Permit (DRP)	<p><b>Art IV: [Driving Permit]</b></p> <p>The receiving State shall either</p> <p>a.) accept as valid, without a driving test or fee, the driving permit or license or military driving permit issued by the sending State or a sub-division thereof to a member of a force or of a civilian component; or</p> <p>b.) issue its own driving permit or license to any member of a force or civilian component who holds a driving permit or license or military driving permit issued by the sending State or a sub-division thereof, provided that no driving test shall be required.</p>	<p><b>ADC Ch. IV Art. 38</b></p> <p>(1) With respect to the provisions of Art. IV of NATO SOFA, MFs, MCCs, permanently assigned in Spain and the DPs of either, holding valid drivers' licenses issued by a competent ASs, shall receive Spanish drivers' licenses. These licenses shall be issued free of charge by the competent provincial <i>Jefatura de Trafico</i> , without a test.</p> <p>(2), (3), and (4) <i>stipulate detailed procedures relating the issuance of Spanish drivers' license.</i></p> <p>(5) Operators of U.S. Government vehicles must possess valid U.S. military drivers' licenses, together with a Spanish translation thereof. No Spanish driver's license will be required for the operation of such vehicles by MFs or MCCs in Spain.</p>	
(b) Registration and Licensing of Vehicles, Vessels, and Aircraft	<p><b>Art. V: [Uniform, Service Vehicles]</b></p> <p>(para. 2) Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark. NO other specific provisions.</p>	<p><b>ADC Ch. IV Art. 50</b></p> <p>(1) The privately owned motor vehicles belonging to MFs, MCCs and DPs permanently assigned in Spain shall be registered in accordance with the following provisions:</p> <p>(2) Applications for the clearance through customs of imported vehicles shall be sent to the customs authorities of the port of entry, who shall immediately authorize clearance on forms authorized for this purpose. This authorization will be issued free of duties, fees, or charges, and shall be valid as long as the vehicle is registered to a person referred to in para. 1 of this Art.</p>	

		<p>(3) Applications for registration shall be submitted by the U.S. Section of the PC directly to the corresponding <i>Jefatura Provincial de Tráfico</i> . The <i>Jefatura de Tráfico</i> shall approve the applications for registration and shall validate the registration number and issue a registration permit, which shall constitute the authorization for the operation in Spain of the vehicle concerned. This registration shall be free of duties, fees, or charges, except for a nominal fee to defray administrative costs. Registrations thus made shall be valid for the duration of the official assignment of the applicant in Spain.</p> <p>(4) ASs shall inspect vehicles covered by this Art. for compliance with safety standards established by the PC.</p> <p>(5) The U.S. Section of the PC shall be responsible for the administrative control of the registration numbers issued. If the owner of a vehicle registered in accordance with para. 3 of this Art. loses his status under NATO SOFA and this Agreement, the above Section shall so notify the Director General of Customs and Excise and the <i>Jefatura Central de Tráfico</i> in the Ministry of the Interior.</p>	
(c)Third Party Liability Insurance of Private Motor Vehicles, Trailers and Aircraft	No Provisions in NATO SOFA		
<b>6 Carrying Arms (and Uniform)</b>			
	<p><b>Art. VI: [Arms]</b></p> <p>Members of a force may possess and carry arms, on condition that they are authorized to do so by their orders. The authorities of the sending State shall give sympathetic consideration to requests from the receiving State concerning this matter.</p>	<p><b>ADC Ch. II Art. 17</b></p> <p>(2) (Third sentence) The Commander of the USF may authorize appropriate personnel to carry arms subject to Spanish authorization under the terms to be established in the mutually agreed rules and procedures for the base.</p>	
<b>7 Police power (Military Police of the sending state and the Police of the receiving state) and the protection of the bases and information</b>			

(a) Within the bases	<b>Art. VII para 10 (a)</b> Regularly constituted military units or formations of a force shall have the right to police any camps, establishments or other premises which they occupy as the result of an agreement with the receiving State. The military police of the force may take all appropriate measures to ensure the maintenance of order and security on such premises.	<b>ADC Ch. IV Art. 43</b> (1) The AFs are responsible for the maintenance of discipline over MFs. (2) First part) In furtherance of the maintenance of discipline, AFs may, in coordination with the Commander of the base, establish military police or shore patrol units on the bases where USF are located, under regulations which will be furnished to the PC for coordination and review.	
(b) Outside of the bases	<b>Art. VII para 10 (b)</b> ) Outside these premises, such military police shall be employed only subject to arrangements with the authorities of the receiving State and in liaison with those authorities, and in so far as such employment is necessary to maintain discipline and order among the members of the force.	(2) (Second part) AFs may also authorize the use of such units in communities near military bases, in cooperation with local police officials, under regulations agreed to by the Spanish and U.S. authorities. These regulations will also be furnished to the PC for coordination and review.	
(c ) Protection og the bases and information	<b>Art. VII (para. 11)</b> Each Contracting Party shall seek such legislation as it deems necessary to ensure the adequate security and protection within its territory of installations, equipment, property, records and official information of other Contracting Parties, and the punishment of persons who may contravene laws enacted for that purpose.	<b>ADC Ch. I Art. 9</b> (1) The Spanish Government assumes the obligation to adopt security measures that guarantee the exercise of the functions cited in the preceding art., consistent with the relevant provisions of Ch. II of this Agreement. (2) The competent authorities of both countries may establish rules governing applicable force protection measures and security procedures.  <b>ADC Ch. II Art. 17</b> (1) onsistent with the provisions of Art. 16, the security of each base shall be the responsibility of the Commander of the each base.  (2) n accordance with Art. 16, para. 2, the commander of the USF shall be responsible for the internal security requirements of his personnel, equipment, materiel, and premises exclusively used by those forces. The provisions adopted shall be consistent with the security measures established by the Commander of the base. The Commander of the USF may authorize appropriate personnel to carry arms subject to Spanish authorization under the terms to be established in the mutually agreed rules and procedures for the base.  <i>Para.s (3) and (4) regulates the procedures to facilitate the entry and exit of authorized persons and vehicles.</i>	

		(6) The U.S. Naval Criminal Investigative Service (NCIS) and the U.S. Air Force Office of Special Investigations (OSI) may maintain personnel in Spain to act jointly with their counterparts of Spanish State Security and intelligence services on matters of mutual interest and to conduct criminal investigations involving U.S. personnel or property. The competent authorities of both countries shall establish regulations for the activities in Spain of NCIS and OSI.	
<b>8 Jurisdiction (1) The definition of persons covered by SOFA - Who is to be protected under SOFA? -</b>			
	<p><b>Art. I: [Definition]</b> (summary)</p> <p><b>Force:</b> The personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in connection with their official duties. (certain individuals, units or formations shall not be regarded as constituting or included in a 'force')</p> <p><b>Civilian Component:</b> The civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located.</p> <p><b>Dependent:</b> The spouse of a member of a force or of a civilian component, or a child of such member depending on him or her for support.</p>	<p><b>ADC Ch.IV Art. 36</b></p> <p>(1) "Members of the force" (<i>MF</i>) means the personnel belonging to land, sea or air armed services of the U.S. when in Spain in connection with their official duties.</p> <p>(2) The term "civilian component" as defined in NATO SOFA shall also mean employees of a non-Spanish and noncommercial organization agreed upon by the PC, who are nationals of or ordinarily resident in the U.S. and who, solely for the purpose of contributing to the welfare, morale, or education of the force, are accompanying those forces in Spain</p> <p>(3) The term "dependent," (<i>DP</i>) as defined in NATO SOFA, means the spouse of a MF or the MCC; or a child of such a member dependent on him or her for support; or a parent of a MF or the MCC, or of the spouse of such a member, who is financially or for reasons of health dependent upon such a member; who shares the quarters occupied by such a member and who is recognized as a DP of such a member by the AFs. Upon approval by the PC, <u>other family members may be included in this provision as DPs when warranted by special circumstances.</u></p>	
<b>9 Jurisdiction (2) Jurisdictional Decision</b>			

(a) Exclusive jurisdiction

**Art. VII: [Jurisdiction, Military Police]**

(para. 1) Subject to the provisions of this Article,  
a. the military authorities of the sending State shall have the right to exercise within the receiving State all criminal and disciplinary jurisdiction conferred on them by the law of the sending State over all persons subject to the military law of that State;  
b. the authorities of the receiving State shall have jurisdiction over the members of a force or civilian component and their dependents with respect to offences committed within the territory of the receiving State and punishable by the law of that State.

(para. 2) a. The military authorities of the sending State shall have the right to exercise exclusive jurisdiction over persons subject to the military law of that State with respect to offences, including offences relating to its security, punishable by the law of the sending State, but not by the law of the receiving State.  
b. The authorities of the receiving State shall have the right to exercise exclusive jurisdiction over members of a force or civilian component and their dependents with respect to offences, including offences relating to the security of that State, punishable by its law but not by the law of the sending state.  
c. (Specification of a security offence)

(b) Concurrent jurisdiction

(para. 3) In case where the right to exercise jurisdiction is concurrent the following rules shall apply:  
a. The military authorities of the sending State shall have the primary right to exercise jurisdiction over a member of a force or of a civilian component in relation to  
  
(i) offences solely against the property or security of that State, or offences solely against the person or property of another member of the force or civilian component of that State or of a dependent;  
(ii) offences arising out of any act or omission done in the performance of official duty.  
b. In the case of any other offence the authorities of the receiving State shall have the primary right to exercise jurisdiction.

**ADC Ch. IV Art. 40**

(1) When a MF or MCC is charged with an offense by the ARs, the AFs if the circumstances warrant, will issue a certificate verifying the fact that the alleged offense arose out of an act or omission done in the performance of official duty. The certificate will be transmitted to the appropriate ARs, by whom it will be considered sufficient evidence of such fact unless there is proof to the contrary.

(2) In the event the appropriate ARs have doubt concerning the certificate it will be reviewed by the PC, which shall submit a recommendation to those authorities within thirty (30) days.



(c) Waiver of jurisdiction	c. (of para. 3) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other state considers such waiver to be of particular importance.	<p><b>ADC Ch. IV Art. 39</b></p> <p>(1) The Spanish Government recognizes the particular importance of disciplinary control by the AFs over the MFs, which has an effect upon operational readiness. In accordance with Art. VII of NATO SOFA, the appropriate ARs will give expeditious and sympathetic consideration to requests for a waiver of criminal jurisdiction made by the ASs.</p> <p>(2) The Spanish Government shall assist the USF in the expeditious processing of a request for a waiver of criminal jurisdiction in accordance with the following procedures:</p> <p>(2-1) A request for waiver of jurisdiction shall be presented to the PC within a period of thirty (30) days following the date the AFs become aware of the initiation of proceedings against an accused.</p> <p>(2-2) The request shall be reviewed by the PC which, except in cases of particular significance to Spain, shall recommend waiver of criminal jurisdiction to the appropriate ARs within fifteen (15) days.</p> <p>(2-3) The appropriate ARs shall make a decision on the request within thirty (30) days of receipt.</p> <p>(2-4) If ARs do not waive their jurisdiction, the case will be given preferential treatment to obtain a decision in the shortest possible time.</p>	
<b>10 Jurisdiction (3) Differences in the right of the accused: arrest, custody, and related issues</b>			
(a) Arrest, custody, and investigation	<p>(para. 5) a. The authorities of the receiving and sending states shall assist each other in the arrest of members of a force or civilian component or their dependents in the territory of the receiving State and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.</p> <p>b. The authorities of the receiving State shall notify promptly the military authorities of the sending State of the arrest of any member of a force or civilian component or a dependent.</p>	<p><b>ADC Ch.IV Art. 41</b></p> <p>(1) The custody of a MF over whom Spanish jurisdiction is being exercised shall be <u>entrusted</u> to the AFs, who will assume the corresponding responsibility, at their request and within their own powers until the conclusion of judicial proceedings.</p> <p>(2) uring the period of custody, the AFs shall give full consideration to the decisions of the Spanish judicial authorities regarding conditions of custody.</p>	

	<p>c. The custody of an accused member of a force or civilian component over whom the receiving state is to exercise jurisdiction shall, if he is in the hands of the sending State, remain with that State until he is charged by the receiving State.</p> <p>(para. 6) a. The authorities of the receiving and sending States shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.</p> <p>b. The authorities of the Contracting parties shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.</p>	<p>(3) The AFs shall guarantee the immediate appearance of these persons before the competent Spanish judicial authorities in any proceedings that may require their presence and, in any case, the appearance of such persons at the trial. The criminal proceedings against a MF whose custody has been entrusted to the AFs, shall be subject to preferential treatment, in accord with the provisions of Art. VII of the NATO SOFA providing for prompt and speedy trial. In any case, the duration of provisional confinement provided under Spanish law shall not be exceeded.</p> <p>(4) n criminal proceedings in Spanish courts against a MF, the following rules shall apply:</p> <p>(4-1) If the court decrees provisional liberty without bail, the guarantees of para. 3 above will satisfy the obligation of periodic reporting called for in Spanish laws.</p> <p>(4-2) If the court decrees provisional confinement without bail or the bail decreed has not been provided, the AFs may, if they have the appropriate powers, maintain the custody with restriction of movement and effective vigilance. In this event, the timed served is (<i>read as 'time served in'</i>) custody under these circumstances may be credited against any sentence to confinement eventually adjudged.</p> <p>(4-3) If the court accepts bail from said member, the AFs shall be relieved of all responsibility for custody in accordance with the provisions of this Art.</p> <p>(5) n accordance with Art. VII, para. 5 (b) of the NATO SOFA, the ARs shall notify the ASs with all due speed of the arrest or detention of a MF, MCC or accompanying DPs of either.</p>	
(b) Death penalty	<p>(para. 7) a. A death sentence shall not be carried out in the receiving State by the authorities of the sending State if the legislation of the receiving state does not provide for such punishment in a similar case.</p>		

(c) Serving a sentence	(para. 7) b. The authorities of the receiving State shall give sympathetic consideration to a request from the authorities of the sending State for assistance in carrying out a sentence of imprisonment pronounced by the authorities of the sending State under the provision of this Article within the territory of the receiving State.	<p><b>ADC Ch. IV Art. 41</b></p> <p>(1) onfinement imposed by a Spanish court upon MFs, MCCs or DPs, shall be served in Spanish penal institutions agreed upon for that purpose by the PC with the General Directorate of Penal Institutions, among those established for the custody level assigned to the prisoner. The ARs fully guarantee to the ASs the right to visit such persons at any time and to provide them with such material assistance as the ASs deem appropriate in accordance with the pertinent Spanish prison regulations.</p> <p>(2) uch prison sentences may be served in penal institutions in the U.S. in accordance with the European Convention on the Transfer of Sentenced Persons done at Strasbourg on March 21,1983.</p>	
(d) Trial	<p>(para. 8) Where an accused has been tried in accordance with the provisions of this Article by the authorities of one Contracting Party and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offence within the same territory by the authorities of another Contracting Party. However, nothing in this paragraph shall prevent the military authorities of the sending State from trying a member of its force for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of another Contracting Party.</p> <p>(para. 9) Whenever a member of a force or civilian component of a dependent is prosecuted under the jurisdiction of a receiving State he shall be entitled:</p> <p>(a) o a prompt and speedy trial;</p> <p>(b) o be informed, in advance of trial, of the specific charge or charges made against him;</p> <p>(c) to be confronted with the witnesses against him;</p>		

	<p>(d) o have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of the receiving State;</p> <p>(e) o have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in the receiving State;</p> <p>(f) f he considers it necessary, to have the services of a competent interpreter; and</p> <p>(g) o communicate with a representative of the Government of the sending State and when the rules of the court permit, to have such a representative present at his trial.</p>		
<b>11 Administrative jurisdiction</b>			
(a) Environment protection	<b>No specific provisions</b> except a general rule of 'respecting the law of the receiving state' (Art. II). The bottom line is that the personnel are subject to all applicable laws of a receiving state except as otherwise provided in the agreement. However, it is obscure with regard to stationing forces themselves.		
		<p><b>ADC Ch. I Art. 8</b></p> <p>(4) Environmental Protection. The Parties confirm their mutual commitment to ensuring environmental protection and conservation.</p>	
		<p><b>ADC Ch. II Art. 20</b></p> <p>(4) To ensure adequate protection for the environment and public health, the military authorities of both countries shall collaborate with a view toward meeting the legal standards applicable to bases of the SAF, in particular those relating to Commander of the USF of such standards. When ASs request authorization from the Spanish Government for a significant new IDA, activity, or modification to those now existing, they shall specify impacts on the health and environment, if any, as well as corrective measures, and contingency measures for accidents.</p>	
(b) Health and Sanitation	<p><b>Art. IX: [Goods and Services]</b></p> <p>(para. 5) When a force or a civilian component has at the place where it is stationed inadequate medical or dental facilities, its members and their dependents may receive medical and dental care, including hospitalization, under the same conditions as comparable personnel of the receiving State.</p>	<p><b>ADC Ch. II Art. 17</b></p> <p>(5) The Commander of the base and the Commander of the USF may conclude agreements for the prevention and extinction of fires, maintenance of suitable health and sanitation conditions on the base, and cooperation in time of public disaster.</p>	

(c) Employment and labor law

**Art. IX: [Goods and Services] para. 4**

Local civilian labour requirements of a force or civilian component shall be satisfied in the same way as the comparable requirements of the receiving State and with the assistance of the authorities of the receiving State through the employment exchanges.

The conditions of employment and work, in particular wages, supplementary payments and conditions for the protection of workers, shall be those laid down by the legislation of the receiving State. Such civilian workers employed by a force or civilian component shall not be regarded for any purpose as being members of that force or civilian component.

**ADC Annex 8: Labor Affairs**

**Art. 1**

(1) requirements for local labor personnel on operational and support installations in Spain will be met by the SMD.

(2) or each installation or activity, two schedules of positions shall be established, one for local labor personnel and the other for U.S. personnel, reflecting the current situation, and taking into account the provisions of this Agreement. The schedule for local labor personnel and any subsequent modification shall be forwarded to the SMD for approval. The schedule for U.S. personnel and any subsequent modification shall be forwarded to the SMD for its information.

In any case, the proportionality which each schedule of positions represents should be maintained without the respective percentage of participation fluctuating over three percent. Any changes to this proportionality must be by agreement in the PC.

(3) Local labor personnel are personnel of Spanish nationality hired by the SMD to render services at the IDAs. Except for third-country nationals currently employed under previous agreements, third-country labor personnel shall not be hired in the operational and support installations unless qualified Spanish personnel are not available.

Para.s (4) and (5) omitted.

**Art. 2**

(1) The employment relationship of the local labor personnel shall be with the SMD.

<p>(2) The labor regulations applicable to non-civil service civilian personnel of the SMD referred to herein as "the Spanish regulations," will govern the terms and conditions of employment of local labor personnel, consistent with the provisions of this Annex. Special regulations governing this personnel and regulations issued in accordance with Art. 9, para. 1, so long as consistent with the provisions of this annex, will also be applicable. With regard to collective bargaining, the provisions of the following paragraph shall apply.</p> <p>(3) The SMD, in consultation with and in furtherance of the interests of the USF, shall negotiate with the representatives of the local labor personnel. Bearing in mind the peculiarities of the system applicable to this kind of personnel, the USF shall participate in full capacity during the entire negotiating process involving personnel regulated by this art. Such negotiations shall be in reference to terms and conditions of employment agreed upon between the SMD and the USF.</p> <p>Any agreement between the SMD and the representatives of such employees shall be subject to prior agreement of the SMD and the USF.</p> <p>The lack of agreement between the SMD and representatives of the local labor personnel shall not be subject to arbitration or judicial decision. Disagreements between the SMD and the USF shall be referred to the PC for resolution.</p>	
<p><b>Art. 3</b></p> <p>The hiring of local labor personnel shall be conducted by the SMD which shall establish the services necessary to meet the changing needs of such a labor relationship, with special reference to the organization of hiring competitions, referral of candidates, the signature of contracts, and the payment of wages.</p>	

<p><b>Summary of Art. 4</b> SMD shall be responsible for (1) Hiring of local labor personnel; (2) Formalizing the termination of the labor contracts; (3) Monitoring the implementation of and compliance with legal provisions in the field of labor, social security, hygiene and work safety; (4) Affecting disciplinary actions at the initiative of the USF in accordance with Spanish regulations;</p> <p>(5) Paying local labor personnel, in accordance with payrolls prepared by the USF; (6) Conducting an inspection with respect to the actual occupancy of schedules of said personnel, in accordance with the norms of this Annex.</p>	
<p><b>Art. 5</b> <i>designates the matters for which the USF shall be responsible and the right of direct recruitment (with the approval of SMD) in exceptional case.</i></p>	
<p><b>Art. 6</b> <i>designates rules and procedures with regard to dismissal or termination of labor contracts.</i></p>	
<p><b>Art. 7</b> Subject to the provisions of Art. 9 of this Annex, the SMD shall resolve in accordance with the procedure stipulated by Spanish law any claim filed by local labor personnel. Final decisions of the SMD shall be transmitted to the AFs through the PC for execution.</p>	
<p><b>Summary of Art. 8</b> (1) The provisions of this Annex shall not apply to: (1-1) Functions or activities of the Embassy of the U.S., the U.S. Information Agency, the Office of the Defense Attaché of the U.S., the Office of Defense Cooperation or the liaison offices of the USF; (1-2) Employees of contractors or concessionaires performing work in Spain for the USF; (1-3) Employees hired privately by MFs, MCCs, and DPs.</p>	

(d) Traffic (or Movement)		<p>(2) employees referred to in para. (1-2) and (1-3) .... shall be fully subject to Spanish labor legislation. However, the U.S. Government and USF and their organizations, units, agencies or instrumentalities and members shall not be subject to Spanish Court actions initiated by employees referred to in para. (1-2) of this Art., nor they shall be subject to Spanish court actions initiated by employees referred to in paragraph (1-3) of this Art., based on claims arising from the employment of such persons.</p> <p>(3) The Government of the U.S. and USF and their organizations, units, agencies, or instrumentalities and members shall not be subject to Spanish court actions instituted by local labor personnel or by any person previously employed by the USF, based on claims arising from their employment or from their utilization pursuant to the provisions of this Annex.</p>	
		<b>Art. 9</b> <i>designates basic functions of PC with regard to the labor relationship.</i>	
	<b>No specific provisions</b> except a general rule of 'respecting the law of the receiving state' (Art. II). Art. V-para.2 merely states "Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark."	<p><b>ADC Ch. III Art. 24</b></p> <p>(1) The Parties reaffirm that the ADC has been concluded in recognition of Spain's full sovereignty and control over its territory and airspace. Consequently, the authorizations established in this Ch. will be applied in conformity with those principles of sovereignty and control.</p> <p>(2) uch authorizations shall be applicable exclusively to activities for purposes within the scope of Art. 2, para. 2 of this Agreement.</p>	
		<p><b>ADC Ch. III Art. 25</b></p> <p>(1) Aircraft of the USF which are deployed in Spain, permanently or on rotation, within the agreed force level, may overfly, enter and exit Spanish air space, and use the bases specified in Annex 2 of this Agreement, with no other requirement than compliance with Spanish air traffic regulations. In order to use other bases, military airdromes and airports, the corresponding authorization shall be requested through the PC at least 48 hours in advance.</p>	



(2) Aircraft flying logistics missions, operated by or for the USF, other an those in para. 1, not carrying VIPs, HAZMAT or cargo or passengers that might be controversial to Spain may overfly, enter or exit Spanish airspace and use the bases specified in Annex 2 on quarterly blanket overflight clearances authorized by the PC.

(3) ther U.S. aircraft operated by or for the USF not included in the preceding para.s may be authorized to overfly Spanish airspace and use the bases specified in Annex 2 as well as other Spanish bases, airfields and airports, requesting authorization through the PC at least 48 hours in advance.

(4) The competent ARs may, when circumstances warrant, reduce the requirements established in the preceding para.s of this Art.

(5) n situations referred to in Art. 12 of this Agreement as well as to carry out flights whose purposes go beyond those mentioned in Art. 2, para. 2 of this Agreement, U.S. aircraft operated by or for the USF may enjoy the privileges cited in para. 1 of this Art. through prior authorization of the Spanish Government.

(6) To make use of the authorizations cited in the preceding Articles, military aircraft crews must be MF unless previously authorized through the PC.

(7) n case of in-flight emergency, U.S. aircraft operated by or for the USF are authorized to use any Spanish military or civilian airport.

(8) Any problems which may arise regarding the applicability of any of the preceding provisions to particular missions shall be referred to the PC which may establish an operational procedure.

(9)The ASs shall grant to Spanish State aircraft with destination to or overflying the territory of the U.S. an annual blanket clearance.

**ADC Ch. III Art. 26**

(1) All movements in Spanish airspace of aircraft of the USF shall be conducted in accordance with duly cleared flight plans and shall be governed by the rules and procedures of the Spanish regulations on General Air Traffic and Operational Air Traffic.

(2) lights under VFR (Visual Flight Rules) conditions or which may pose a special risk to the population shall not be conducted without express authorization of the ARs.

(3) The military control towers will be under the command of a Spanish flight officer. In those towers where coordination of control of aircraft of the USF is necessary, one or several U.S. controllers will be present, who shall have adequate knowledge of the Spanish language to communicate without difficulty with Spanish controllers and assist the Spanish chief controller in his task.

**<Port> ADC Ch. III Art. 31**

(1) The use of the port at Rota Naval Base shall be in accordance with rules developed by the Commanding Admiral of the base in collaboration with the Commander of the USF at the base. Such rules shall be consistent with Ch. II and Annex 3 of his Agreement and shall contain:

(1-1) Procedures concerning warships, including arrival notification, priority for entrance and docking, and others as may be deemed necessary.

(1-2) Procedures concerning merchant ships, including those in para. 1.1, as well as piloting, towing, mooring, sanitation, pratique, cargo manifest, customs, and other measures necessary to avoid possible interference, incompatibility, port congestion, and accident risks.

(2) When the needs of the U.S. are such that they require the entrance into Rota Naval Base by vessels not included among those defined as "vessels of the USF", they shall request authorization from ARs through the PC, specifying the reasons for such entrance.

(3) Consistent with Art. 2, para. 2 of this Agreement, appropriate agreements regarding navigational safety for submerged vessels shall be mutually agreed between the respective authorities of the US Navy and the Spanish Navy.

**<Accidents> ADC Ch. III Art. 29**

(1) In case of accidents occurring to aircraft of the USF in Spanish territory, Spanish and United States authorities will cooperate in the adoption of rescue measures.

(2) In cases of accidents in Spanish territory involving aircraft operated by USF, an investigation of aircraft accidents shall be carried out in accordance with Spanish legislation and an independent accident safety investigation shall be conducted in accordance with the provisions of NATO Standardization Agreement 3531.

(3) The external security of the damaged aircraft will be the responsibility of the ARs. For this purpose, the armed forces and state security forces will be responsible for the protection of the wreckage and security of the area. However, USF, if first in the area, may assume the protection of the wreckage pending arrival of said Spanish forces.

(4) The removal of the damaged aircraft and its technical equipment shall be the responsibility of the U.S. which shall bear the cost of such removal. Economic compensation for damage produced in the area of the accident will be regulated in accordance with the provisions of Art. VIII of NATO SOFA.

**ADC Ch. III Art. 30**

U.S. and Spanish authorities shall cooperate in and provide all possible assistance in search and rescue operations.

		<p><b>ADC Ch. III Art. 32</b></p> <p>(1) or operations of loading and unloading ammunition and explosives at sites expressly designated for that purpose as well as for their land, sea or air transport within Spanish territory, USF will request authorization from AR through the PC, unless such operations will take place entirely within the bases listed in Annex 2 of this Agreement. Each request will be made as far in advance as possible, but at least seven days prior to the start of these operations. Each request will specify:</p> <p>Sub-para.s (1-1) to (1-8) <i>specifies detailed information requested.</i></p> <p>(2) Once the conduct of the operations described above has been authorized, the PC shall simultaneously notify the appropriate US and Spanish authorities.</p> <p>(2-1) The ARs shall be responsible for external safety procedures and shall determine the control measures that are necessary during such loading, off-loading, and transportation operations;</p> <p>(2-2) During loading and off-loading operations, as well as transportation to storage areas, safety regulations established in the corresponding Spanish military regulations in force shall, as a minimum, be applied, as well as those specific regulations which govern the means of transportation utilized.</p> <p>(2-3) Significant internal movements of ammunition or explosive material inside the bases included under Annex 2 shall be notified in advance to the Commander of the base.</p>	
(e) Post	<p><b>Art. XI: [Customs]</b></p> <p>Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with para. 2 b. of Art. III. This movement order shall show the number of dispatches carried and certify that they contain only official documents.</p>	<p><b>ADC Ch. IV Art. 51</b></p> <p>(1) The U.S. may establish, maintain and operate, within the IDAs used and maintained by the USF in Spanish military bases, military post offices for the use of MFs, MCCs, or DPs in the sending of mail between such post offices in Spain and between such post offices and other U.S. post offices.</p> <p>(2) This mail may be transported within Spanish territory in sealed containers, provided that they conform to the identification rules approved by the PC.</p>	

(f) Telecommunications		(3) Postal packages of a personal nature shall be subject to inspection by Spanish customs authorities. Such inspections will be conducted at the U.S. military post offices in a manner which will avoid damage to the contents of the packages and delay in delivery of the mail.	
		<b>ADC Ch. III Art. 33</b> The installation, maintenance, and use of communications and electronics systems by USF in Spain shall be as provided in Annex 4. ( <i>Annex 4 designates detailed rules for communications and electric systems</i> )	
<b>11 Claims</b>			
(a) Waiver and settlement of claims	<b>Art. VIII: [Claims]</b>  (para. 1) 1. Each Contracting Party waives all its claims against any other Contracting Party for damage to any property owned by it and used by its land; sea or air armed services, if such damage: (i) was caused by a member or an employee of the armed services of the other Contracting Party in the execution of his duties in connection with the operation of the North Atlantic Treaty; or  (ii) arose from the use of any vehicle, vessel or aircraft owned by the other Contracting Party and used by its armed services, provided either that the vehicle, vessel or aircraft causing the damage was being used in connection with the operation of the North Atlantic Treaty, or that the damage was caused to property being so used. Claims for maritime salvage by one Contracting Party against any other Contracting Party shall be waived, provided that the vessel or cargo salvaged was owned by a contracting Party and being used by its armed services in connection with the operation of the North Atlantic Treaty.	<b>ADC Ch. IV Art. 44</b>  (1) MFs and MCCs shall not be subject to suit before Spanish courts or authorities for claims arising out of acts or omissions attributable to such persons done in the performance of their official duties, to the extent that such suit deals with the civil liabilities arising from such act or omission. Such claims may be presented to the Spanish military administration and processed according to the provisions contained in Article VIII of NATO SOFA.	

(para. 2-a) In the case of damage caused or arising as stated in paragraph 1 to other property owned by a Contracting Party and located in its territory, the issue of the liability of any other Contracting Party shall be determined and the amount of damage shall be assessed, unless the Contracting Parties concerned agree otherwise, by a sole arbitrator selected in accordance with sub-paragraph b. of this paragraph. The arbitrator shall also decide any counter-claims arising out of the same incident.

(para. 2-b) The arbitrator referred to in sub-paragraph a. above shall be selected by agreement between the Contracting Parties concerned from amongst the nationals of the receiving State who hold or have held high judicial office. If the Contracting Parties concerned are unable, within two months, to agree upon the arbitrator, either may request the Chairman of the North Atlantic Council Deputies to select a person with the aforesaid qualifications.

(para. 2-c) Any decision taken by the arbitrator shall be binding and conclusive upon the Contracting Parties.

(para. 2-d) The amount of any compensation awarded by the arbitrator shall be distributed in accordance with the provisions of paragraph 5 e. (i), (ii) and (iii) of this Article.

(para. 2-e) The compensation of the arbitrator shall be fixed by agreement between the Contracting Parties concerned and shall, together with the necessary expenses incidental to performance of his duties, be defrayed in equal proportions by them.

(summary of para. 2-f) e. Nevertheless, each Contracting Party waives its claim in any such case where the damage is less than: (Specific figures and necessary currency adjustment among NATO signatories)

(para. 3) For the purposes of paragraphs 1 and 2 of this Article the expression "owned by a Contracting Party" in the case of a vessel includes a vessel on bare boat charter to that Contracting Party or requisitioned by it on bare boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some person other than such Contracting Party).

	<p>(para. 4) Each Contracting Party waives all its claims against any other Contracting Party for injury or death suffered by any member of its armed services while such member was engaged in the performance of his official duties.</p>		
(b) Damages to third parties	<p>(para.5) Claims (other than contractual claims and those to which paragraphs 6 or 7 of this Article apply) arising out of acts or omissions of members of a force or civilian component done in the performance of official duty, or out of any other act, omission or occurrence for which a force or civilian component is legally responsible, and causing damage in the territory of the receiving State to third parties, other than any of the Contracting Parties, shall be dealt with by the receiving State in accordance with the following provisions:</p> <p>(sub-para.a) Claims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of the receiving State with respect to claims arising from the activities of its own armed forces.</p> <p>(sub-para.b) The receiving State may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by the receiving State in its currency.</p> <p>(sub-para.c) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of the receiving State, or the final adjudication by such a tribunal denying payment, shall be binding and conclusive upon the Contracting Parties.</p> <p>(sub-para.d) Every claim paid by the receiving State shall be communicated to the sending States concerned together with full particulars and a proposed distribution in conformity with sub-paragraphs e. (i), (ii) and (iii) below. In default of a reply within two months, the proposed distribution shall be regarded as accepted.</p> <p>(sub-para.e) The cost incurred in satisfying claims pursuant to the preceding sub-paragraphs and para. 2 of this Article shall be distributed between the Contracting Parties, as follows:</p> <p>(i) Where one sending State alone is responsible, the amount awarded or adjudged shall be distributed in the proportion of 25 per cent. chargeable to the receiving State and 75 per cent. chargeable to the sending State.</p>		

	<p>(ii) Where more than one State is responsible for the damage, the amount awarded or adjudged shall be distributed equally among them: however, if the receiving State is not one of the States responsible, its contribution shall be half that of each of the sending States.</p> <p>(iii) Where the damage was caused by the armed services of the Contracting Parties and it is not possible to attribute it specifically to one or more of those armed services, the amount awarded or adjudged shall be distributed equally among the Contracting Parties concerned: however, if the receiving State is not one of the States by whose armed services the damage was caused, its contribution shall be half that of each of the sending States concerned.</p> <p>(iv) every half-year, a statement of the sums paid by the receiving State in the course of the half-yearly period in respect of every case regarding which the proposed distribution on a percentage basis has been accepted, shall be sent to the sending States concerned, together with a request for reimbursement. Such reimbursement shall be made within the shortest possible time, in the currency of the receiving State.</p> <p>(sub-para.f) In cases where the application of the provisions of sub-paragraphs b. and e. of this paragraph would cause a Contracting Party serious hardship, it may request the North Atlantic Council to arrange a settlement of a different nature.</p>		
(c) Immunity of personnel on duty	<p>(sub-para.g) A member of a force or civilian component shall not be subject to any proceedings for the enforcement of any judgment given against him in the receiving State in a matter arising from the performance of his official duties.</p> <p>(sub-para.h) Except in so far as sub-paragraph e. of this paragraph applies to claims covered by paragraph 2 of this Article, the provisions of this paragraph shall not apply to any claim arising out of or in connection with the navigation or operation of a ship or the loading, carriage, or discharge of a cargo, other than claims for death or personal injury to which paragraph 4 of this Article does not apply.</p>	<p><b>ADC Ch. IV Art. 44</b></p> <p>(3) As used in this Art., the term "civilian component" includes local labor personnel acting in the performance of official duty assigned by the USF. This term does not include contractors of the U.S., the employees of such contractors nor MCC not employed by the USF.</p>	



(d) Damages caused by out-of-duty personnel	<p>(para. 6) Claims against members of a force or civilian component arising out of tortious acts or omissions in the receiving State not done in the performance of official duty shall be dealt with in the following manner:</p> <p>a) The authorities of the receiving State shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all the circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.</p> <p>b) The report shall be delivered to the authorities of the sending State, who shall then decide without delay whether they will offer an ex gratia payment, and if so, of what amount.</p> <p>c) If an offer of ex gratia payment is made, and accepted by the claimant in full satisfaction of his claim, the authorities of the sending State shall make the payment themselves and inform the authorities of the receiving State of their decision and of the sum paid.</p> <p>d) Nothing in this paragraph shall affect the jurisdiction of the courts of the receiving State to entertain an action against a member of a force or of a civilian component unless and until there has been payment in full satisfaction of the claim.</p> <p>(para. 7) Claims arising out of the unauthorized use of any vehicle of the armed services of a sending State shall be dealt with in accordance with paragraph 6 of this Article, except in so far as the force or civilian component is legally responsible.</p>		
(e) Judgment of official duty	<p>(para. 8) If a dispute arises as to whether a tortious act or omission of a member of a force or civilian component was done in the performance of official duty or as to whether the use of any vehicle of the armed services of a sending State was unauthorized, the question shall be submitted to an arbitrator appointed in accordance with paragraph 2 b. of this Article, whose decision on this point shall be final and conclusive.</p>	<p><b>ADC Ch. IV Art. 44</b></p> <p>(2) If it should be necessary to determine the applicability of para. 1, the AFs may issue an official certificate stating that a certain act or omission of MF or of MCC arose out of the performance of his official duties. The ARs will accept such certificate as sufficient proof of the performance of official duty. When in a particular case the ARs consider that a certificate of official duty requires clarification, it shall be the subject of expeditious review by the PC.</p>	

(f) Civil jurisdiction by the AR	<p>(para. 9) The sending State shall not claim immunity from the jurisdiction of the courts of the receiving State for members of a force or civilian component in respect of the civil jurisdiction of the courts of the receiving State except to the extent provided in paragraph 5 g. of this Article.</p> <p>(para. 10) The authorities of the sending State and of the receiving State shall co-operate in the procurement of evidence for a fair hearing and disposal of claims in regard to which the Contracting Parties are concerned.</p>		
(g) Other general issues			
<b>13 Logistic support</b>			
(a) Private consumption	<p><b>Art. IX: [Goods and Services]</b></p> <p>(para.1) Members of a force or of a civilian component and their dependents may purchase locally goods necessary for their own consumption, and such services as they need, under the same conditions as the nationals of the receiving State.</p>		
(b) Military consumption and utility services	<p>(para. 2) Goods which are required from local sources for the subsistence of a force or civilian component shall normally be purchased through the authorities which purchase such goods for the armed services of the receiving State. In order to avoid such purchases having any adverse effect on the economy of the receiving State, the competent authorities of that State shall indicate, when necessary, any articles the purchase of which should be restricted or forbidden.</p>	<p><b>ADC Ch. IV Art. 49</b></p> <p>(1) ilitary service exchanges, commissaries, open messes, social centers, and recreational service areas established in Spain by the USF for the exclusive use of the MFs, MCCs, and DPs shall be exempt from any Spanish taxes or charges.</p> <p>(2) Pursuant to para. 1 of this Art., the organizations of the USF listed in that para. and their contractors insofar as the provision of supplies and services on behalf of these organizations is concerned, may:</p> <p>(2-1) Import free of Spanish duties reasonable quantities of provisions and other goods.</p> <p>(2-2) Acquire provisions, other goods and services necessary to carry out the authorized activities in the Spanish domestic market with the benefit of the tax regime provided for in Art. 46, para. 1, of this Agreement.</p>	

		<p>(2-3) Provide authorized services and sell such provisions and other goods so imported or acquired with exemption from any Spanish taxes, duties, or charges.</p> <p>(2-4) Export to the U.S. governmental entities, free of Spanish duties, such provisions and other goods.</p> <p>(3) With respect to the organizations referred to in para. 1 of this Art. and their contractors, the PC shall adopt appropriate measures to prevent the sale of provisions and other goods imported or acquired in the domestic market to persons other than those referred to in para. 1 of this Art.</p> <p>(4) Spanish customs authorities, on the recommendation of the PC, may establish quotas for the sale of alcoholic beverages, tobacco, and items of significant value, such as major electrical appliances and sound, video and photographic equipment.</p> <p>(5) Articles acquired by MFs, MCCS, or DPs from the organizations referred to in para. 1 of this Art., and their contractors, may not be transferred to persons other than those referred to in that Art.</p> <p>(6) Spanish Commanders of the bases and the Commanders of the USF shall ensure that the provisions of this Art. are complied with, and shall cooperate fully with the Spanish Ministry of Finance authorities in inspections of the organizations referred to in para. 1 of this Art., and their contractors, in the investigation of abuses of customs and fiscal matters. In cases where an infraction is discovered, AFs shall render all assistance within their power to those ARs in the collection of any resulting duties and penalties.</p>	
		<p><b>ADC Ch. III Art. 35</b></p> <p>(1) During the period of validity of this Agreement and by means of the Rota-Zaragoza pipeline (ROTAZA) described in Annex 5 and the IDAs and installations referred to in this Agreement, Spain shall authorize and guarantee to the U.S. movement and storage services for the normal fuel requirements of the USAF and the increased use of the pipeline to meet the requirements of said forces in case of emergency. The fuel requirements of the USAF shall in all cases be compatible with those of the SAF.</p>	

(2) The movement of products for the USAF and the SAF shall have identical priority. Both shall have preference with respect to the movement of commercial products.

(3) The costs arising from the services set forth in para. 1 shall be subject to reimbursement.

(4) The details related to the scheduling of movements and storage, as well as those of a technical nature related to fuels and to the installation itself, are specified in Annex 5 of this Agreement.

(5) Spain shall have custody of and responsibility for all U.S. petroleum products in the ROTAZA pipeline or in the inland terminal.

(6) Mixed Technical Commission is hereby established to coordinate the movement, storage, and supply of petroleum products required to meet the needs of the SAF and those of the U.S. The composition and functions of the Mixed Technical Commission shall be set forth in Annex 5.

(7) The ROTAZA pipeline and storage facilities included in Annex 5 and the petroleum products carried by the pipeline shall be maintained in accordance with NATO Standardization Agreements.

(8) The petroleum products receiving station on the bulk fuel discharge/loading pier included in the Rota petroleum sea terminal shall be available for use by the SMD under a separate Memorandum of Understanding between the U.S. Navy and the Spanish Navy and approved by the Mixed Technical Commission. Other piers that could be used indirectly for the movement of petroleum products to the IDAs and storage and supply facilities may be made available to the U.S. for use when authorized by the Spanish Naval Commander.

		(9) The USAF and the SAF may conclude separate Memoranda of Understanding for petroleum exchange relating to ships and aircraft that shall benefit both Parties. Exchange agreements relating to ships and aircraft shall not be made a part of the ROTAZA pipeline Memorandum of Understanding, but shall be contained in a separate Memorandum of Understanding.	
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		<b>ADC Annex 6: Contracting for Works and Services</b>	
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		<b>Art. 1</b>	
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		(1) The projects, works or construction (hereinafter "works") required by the USF for the exercise of the functions authorized under the ADC shall be carried out by members or civilian employees of the force or by contractors who are legally qualified to perform the work under the required conditions.	
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		(2) It is the responsibility of the SMD, except as otherwise provided in this Agreement, to contract for the work which affects the general installations of the bases, in accordance with legislation on government contracts.	
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		Prior to contracting for the work, mutual written agreement will be reached in accordance with each side's interest in the work, on the contribution by both governments to its cost and approved by the PC.....	
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		The USF shall reimburse the SMD for its agreed share of the cost of the work performed after it has been accepted and approved by said forces. The parties shall enter into written agreements regarding the terms of payment, which will be submitted to the PC for approval.	
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		(3) The USF may contract for works to be performed in the installations or parts thereof exclusively used by said forces which have been authorized by the PC in accordance with the provisions of Art. 21 of this Agreement..... The contractors must meet the requirements established by Spanish legislation for execution of government works....	
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<p>(4) The USF may also contract directly for those works the requirement for which has been presented in the PC, where, in consultations in said Committee, the Spanish government has opted not to execute them nor objected to their appropriateness.</p> <p>(5) n the works referred to in this Art., contracted directly by the USF, Spanish material, labor, and equipment shall be used whenever feasible and consistent with the requirements of the U.S., which are in accordance with the specifications of the contract contained in the invitations to bid issued by the ASs.....</p> <p>(6) panish labor laws shall be applicable to contractor personnel who are ordinarily resident in Spain.</p> <p>Para.s (7) and (8) omitted.</p>	
<p><b>Art. 2</b></p> <p>(1) The service contracts for support or maintenance of the installations jointly used and for the general services of the case shall be entered into by the SMD, except as otherwise provided in this Agreement. The corresponding cost shall be borne by both governments in accordance with Art. 20 of this Agreement.</p> <p>(4) The USF may enter in to service contracts in conformity with the provisions of this Art. and subject to their laws and regulations for maintenance or support activities affecting their exclusively used installations or services and parts thereof and for non-permanent utilities and supplies to meet their exclusive needs. The USF must forward a list of potential contractors to the PC before awarding the contract. The ARs may disapprove a contractor for reasons of security or due to the contractor's prior misconduct with the SAF.</p> <p>Para.s (2), (3), (5), (6), (7), (8), (9), and (10) omitted.</p>	
<p><b>Art. 3</b> <i>refers to the rules for the persons who are nationals of or ordinarily resident in the U.S., whose presence in Spain is considered necessary solely for the purpose of executing a contract with the U.S.</i></p>	
<p><b>Art. 4</b> <i>refers to the rules for the property imported into Spain duty-free or acquired in Spain by contractors of the U.S.</i></p>	

		<b>Art. 5</b> designates the insurance to cover civil liabilities that may be incurred as a result of acts or omissions done in the performance of duty by employees of contractors and subcontractors of the USF, or by those MCC.	
(c ) Free services (Free services for MFs and MCCs)			
(d) Travelling facilities and fares	(para. 6) The receiving State shall give the most favourable consideration to requests for the grant to members of a force or of a civilian component of travelling facilities and concessions with regard to fares. These facilities and concessions will be the subject of special arrangements to be made between the Governments concerned.		
(e) Payment (for goods and services)	(para. 7) Subject to any general or particular financial arrangements between the Contracting Parties, payment in local currency for goods, accommodation and services furnished under paragraphs, 2, 3, 4 and, if necessary, 5 and 6, of this Article shall be made promptly by the authorities of the force.		
(f) Tax exemption for logistics	See <b>Art. XI [Customs]</b> below.	<b>See tax regulation in the item of Tax and Customs.</b>	
<b>14 Facilities and areas for the forces of a sending state</b>			
(a) The use of facilities and areas	( <b>Art. IX:</b> para. 3) Subject to agreements already in force or which may hereafter be made between the authorized representatives of the sending and receiving States, the authorities of the receiving State shall assume sole responsibility for making suitable arrangements to make available to a force or a civilian component the buildings and grounds which it requires, as well as facilities and services connected therewith. These agreements and arrangements shall be, as far as possible, in accordance with the regulations governing the accommodation and billeting of similar personnel of the receiving State.	<b>ADC Ch. I Art. 2</b> (2) To this end, Spain grants to the U.S. the use of operational and support installations and grants authorizations for use of Spanish territory, territorial sea and airspace for purposes within the bilateral or multilateral scope of this Agreement. Any use beyond these purposes will require the prior authorization of the Government of Spain. The foregoing authorizations shall be carried out in accordance with Chapters II and III of this Agreement.	

In the absence of a specific contract to the contrary, the laws of the receiving State shall determine the rights and obligations arising out of the occupation or use of the buildings, grounds, facilities or services.

**ADC Ch. I Art. 8**

(1) Pursuant to the provisions of Art. 2 of this Agreement, Spain grants to the U.S., for military purposes, the use and maintenance of operational and support installations (hereinafter known as IDAs) in the bases listed in Annex 2. Such use and maintenance shall be carried out in accordance with the provisions of Ch. II of this Agreement.

(2) Also pursuant to the provisions of Art. 2, Spain grants to the U.S., for military purposes, in accordance with Ch. III and Annexes 3, 4 and 5 of this Agreement, authorizations for use of Spanish territory, territorial sea and airspace as well as other Spanish installations.

(3) The general description and the purposes of the IDAs existing at the bases are set forth in Annex 2 of this Agreement. Creating new IDAs consistent with this description and these purposes may be authorized by ARs at the request of U.S. forces after consultations at the PC. The PC shall maintain an up-to-date inventory of the lands or constructions that constitute these IDAs, specifying the functions of each.

**ADC Ch. I Art. 10**

The Parties shall agree on the maximum force levels which the U.S. Government is authorized to station in Spain. The ASs periodically inform the ARs of the units and personnel actually in Spain. These requirements shall be carried out in accordance with the provisions of Ch. II of this Agreement.

**ADC Ch. II Art. 18 (Summary)**

In order to facilitate the capability of shared intelligence capabilities ARs shall provide the authorization of significant changes in IDAs and approval of the visits by vessels and personnel not specified in ADC. (Detailed text omitted)



**ADC Ch. II Art. 20**

(1) The functioning and maintenance of general services and installations of the base, and the management of provisioning for these services and installations shall be the responsibility of the Commander of the base, who shall assure to the USF the availability of these services and installations under conditions which guarantee the operations of U.S. units. To discharge this responsibility and promptly and effectively resolve any contingency, the Commander of the base will seek the collaboration of the USF. The general services and installations of a base are those which characterize it as such and are essential to the operability of the units.

USF may operate and maintain those services and part of general services and installations of the base exclusively used by the USF. The above provisions shall be implemented for each base by an MOU mutually agreed upon in the PC.

(2) The Commander of the base shall establish the necessary provisions so that the Commander of the USF has timely information regarding any foreseeable change in the system of provision of the services or in the normal carrying out of activities of the base. Furthermore, the Commander of the USF shall inform the Commander of the base of any problem which in his view has arisen or which he foresees may arise in providing said services. These matters will be the subject of prior consultations for their resolution and those which cannot be resolved at this level shall be the subject of urgent consideration in the PC.

(5) The USF may maintain, operate, and use sanitary, commissary, service exchange, messing, social, sport, and recreational facilities on the bases as established in this Ch. and in Ch. IV of this Agreement.

<Limitation over the force level> **ADC Ch. II Art. 22**

(1) The Government of the U.S. may assign in Spain military units and MFs and MCCs necessary for the use and maintenance of the IDAs and to carry out the activities authorized by this agreement, within the force level established by Annex 2. MFs and MCCs may be accompanied by their DPs. The force level shall specify:

(1-1) Location and type of principal military units permanently assigned or on rotation in Spain, including the type and maximum number of authorized aircraft and a general description of their principal activities. The PC shall maintain an up-to-date list of the location and type of principal military units permanently assigned or on rotation in Spain, with an indication of their missions, including the type and maximum number of authorized aircraft.

(1-2) The maximum number of MFs and MCCs which may be permanently assigned or on rotation at each of the bases listed in Annex 2. A breakdown of the maximum number of MFs and MCCs that may form part of each type unit indicated in the authorized force level for each base shall be maintained in the PC.

(2) The appropriate AS shall submit quarterly to the PC an updated report of the units and personnel permanently assigned in Spain, including their DPs. The PC shall submit copies of such reports, in pertinent part, to the Commander of the corresponding base.

(3) The Government of the U.S. may also assign MFs and MCCs to Spain on a temporary basis in connection with their official duties within the levels established in Annex 2, periodically reporting to the PC.

(4) The USF may bring into Spanish territory limited numbers of personnel of third countries with respired specialized skills not readily available in Spain, solely for employment by the USF or their contractors subject to the right of ARs to determine eligibility for entrance into Spain. A request for this purpose, with the appropriate reasons thereof, shall be submitted to through the PC.

The appropriate ASs shall provide quarterly to the PC and to the Commander of the base involved a listing of the names of the third- country personnel rendering services through appropriated or non-appropriated funded activities to the USF in Spain, indicating their activity and the IDA where assigned.

		<p>&lt;Storage of ammunition&gt; <b>ADC Ch. II Art. 23</b></p> <p>(1) The USF may store and maintain ammunition and explosives in the IDAs designated for this purpose at the bases listed in Annex 2.</p> <p>(2) Authorization for any substantial increase or change in the nature of ammunition normally stored in an IDA shall be processed through the PC.</p> <p>(3) or safety reasons, criteria for storage of ammunition and explosives at IDAs designated for this purpose shall be no less stringent than those applicable to the SAF under regulations in force.</p> <p>(4) n the general plans for bases where IDAs of the aforementioned type are located, appropriate safety areas shall be specified, even when such areas exceed the perimeters of the base. In these safety areas, the provisions of existing Spanish legislation shall apply.</p>	
(b) The right to control facilities and areas (or the rights respecting installations)	Stipulated in Art IX: para. (3) above.	<p><b>ADC Ch. II Art. 16</b></p> <p>(1) The bases listed in Annex 2 of this Agreement shall be under Spanish command. Only the Spanish flag and command insignia shall be flown over these bases. The internal administration of each base will, as regards the bilateral relationship, be determined by rules and procedures mutually agreed by the Commander of the Base and the Commander of the USF. These rules and procedures and subsequent modifications shall be submitted to the PC which may disapprove or direct changes to them.</p> <p>(2) All the IDAs used by the USF in these bases shall be under the responsibility of a Commander of the USF at each base who shall exercise command and control over those forces, including their equipment, materiel, and the premises exclusively used by them.</p> <p>(3) The Commander of the base and the Commander of the USF stationed thereon shall, in direct contact, ensure that necessary contacts are maintained at the appropriate level, and that specific coordination is established, for compliance with the provisions of this Agreement.</p>	

		<p>(4) The Commander of the base, or a deputy designated by him, shall have access to all IDAs. The Commander of the USF shall keep the Commander of the base informed of the areas within the IDAs where cryptographic or other classified equipment and information is located. Access to these areas will be in accordance with procedures as may be agreed.</p> <p>(5) The Commander of the Base shall be informed annually of the types of equipment and materiel, and the types and quantities of weapons maintained at each IDA, and shall be informed of substantial changes in such types or quantities.</p> <p>(6) Without prejudice to the provisions of para. 2 of this Art., the Commander of the base shall be responsible for:</p> <p>(6-1) Establishment of general regulations of the base.</p> <p>(6-2) Dealing with local ARs and appropriate public or private institutions on official matters related to the presence of the USF on the base following consultations, as may be necessary, with the Commander of those forces.</p> <p>(6-3) The establishment of security measures in accordance with Art. 17.</p> <p>(7) The Spanish Armed Forces shall be responsible for rendering military honors. However, they may be rendered jointly when the Commander of the base and the Commander of the USF agree to do so, in accordance with the procedures established by the PC.</p>	
(c) Special permit and licenses in connection with use of facilities and areas (or installations)		<p><b>ADC Ch. I Art. 11</b></p> <p>(1) The storage of ammunition and explosives shall be in accordance with the provisions of Ch. II of this Agreement.</p> <p>(2) The installation, storage or introduction in Spanish territory of nuclear or non-conventional weapons or their components will be subject to the agreement of the Spanish Government.</p>	
(d) Construction		<p><b>ADC Ch. II Art. 21</b></p> <p>(1) onstruction by the USF that alters the useful volume or external form of an IDA shall require prior authorization solicited through the Commander of the base.</p> <p>(2) f the work in question is considered of great importance by the ARs, the decision they make shall be communicated to the ASs through the PC.</p>	

(e) Transfer of fixtures		(3) The provisions agreed to for each base shall ensure that maintenance projects by one Party which could affect the activities of the other Party are coordinated at the appropriate level, sufficiently in advance of initiation of the execution. The Commander of the base shall be responsible for the coordination of the maintenance plans or projects of both Parties, so that their activities are not adversely affected.	
		<b>ADC Ch. II Art. 19</b> (1) The USF may remove demountable structures, equipment, and other removable property from the IDAs at any time, leaving the grounds in serviceable condition. If such removal were to significantly affect the capability of the IDA, consultations shall be established for the reclassification of the IDA or for its possible turnover to the Spanish government. In either case, the participation of the PC is required in order to comply with the provisions of Art. 8, para. 1 and Art. 18, para. 3 of this Agreement.	
<b>15 Return (or release) of the facilities and areas (or accommodation and land)</b>			
(a) Return of facilities and areas	No specific provisions in NATO SOFA	<b>&lt;Return of IDAs based on the termination of ADC&gt;</b> <b>ADC Ch. I Art. 14</b> (1) In the event of the withdrawal of the USF pursuant to Art. 69 of this Agreement, such withdrawal will be accomplished in accordance with the applicable provisions of Ch. II of this Agreement.  (2) Upon written notification of termination pursuant to Art. 69 of this Agreement, the Parties shall consult in accordance with Ch. II in order for the SAF to make the necessary plans to avoid negative impact on their activities, taking into account any removable property which the USF intend to offer for disposal in Spain.	

**<Return of IDAs based on either the termination of ADC or reduction of USF under ADC>**

**ADC Ch. 2 Art. 19**

(2) When USF foresee a prolonged suspension or the termination of activity of an IDA or a substantial withdrawal of major items of equipment, the appropriate Spanish military authorities shall be notified. Vacating an IDA with no plans for future use shall entitle the Spanish Government to recover it. When a reduction in capabilities could significantly affect the activities of the SAF, consultations on the matter shall be held between the corresponding military authorities of both sides. Either party may initiate such consultations.

(3) Upon expiration of the Agreement or when the U.S. terminates the use of an IDA, it shall be turned over to the Spanish Government through the PC and removed from the inventory in accordance with the following arrangements:

(3-1) Permanent constructions or buildings shall be returned in serviceable condition, including the energy and water production and distribution systems and heating and air conditioning systems that are an integral part of the buildings, as well as the fuel pipes and tanks that are a part of said systems, provided the Government of the U.S. shall incur no additional expense thereby.

(3-2) The PC shall be the body responsible for ensuring that the return is carried out under the conditions set forth in the preceding paragraph, for which purpose it shall designate a bilateral working group from its personnel to monitor the turnover process from the time of notification of the intent to terminate the usage of the corresponding installation until its completion.

(3-3) The completion of the process of transferring permanent constructions or buildings in accordance with para. 3.1 shall be certified by the Commander of the base and the Commander of the USF at the base.

		(4) The ARs shall have the right of first purchase of any equipment, materiel removable structure, or supplies that the USF consider excess of IDA stocks and plan to dispose of in Spain. Rules shall be established through the PC to facilitate such disposal for the USF and the exercise of the ARs' right of first refusal.	
(b) Residual Value			
<b>16 Maneuvers and Training</b>			
	No Provisions in NATO SOFA.	<p><b>ADC Ch. III Art. 27</b></p> <p>(1) Aircraft of the USF permanently assigned or on rotation in Spain and air units of the Sixth Fleet shall be authorized to use, for their training, certain airspace, air-to-air and air-to-ground ranges of those reserved for these purposes for the Spanish air forces under terms similar to those established for such forces, and in accordance with programs prepared annually by ARs, taking into account the needs of the USF in Spain. Spain shall consider additional requests for airspace and installations for training as submitted by the USF.</p> <p>(2) Airspace for training shall be carefully demarcated with respect to area as well as the flight levels and schedule to be used. The use of this airspace will be subject to the safety and flow of both civil and military air traffic.</p> <p>(3) Training flights shall be conducted in conformity with the regulations and procedures established by the Spanish regulations on General Air Traffic and Operational Air Traffic.</p> <p>(4) To implement the annual programs, the necessary coordination shall be carried out between the appropriate Spanish and United States forces to: establish range schedules for the USF; periodically refine them; establish procedures for the most efficient utilization of the ranges; and determine the personnel and materiel to be furnished by each.</p> <p>(5) When the ranges have a control tower, it shall always be under the direction of a Spanish Range Officer. When the USF are training, however, a Range Safety Officer of the U.S. shall be in the control tower to direct the movement of its aircraft exclusively within the range.</p>	

		(6) Expenses incurred by the utilization of ranges will be distributed in accordance with the rules for such purposes to be adopted through the PC.	
		<b>ADC Ch. III Art. 28</b> The conduct of exercises by USF in other areas of Spain shall be subject to the authorization of ARs in each case, solicited through the PC.	
<b>17 Overall cost sharing</b>			
	No further specification in addition to Art IX: para. (3)	<b>ADC Ch. II Art 20</b> (3) Each Party shall bear the costs of operation and maintenance of services and installations, or parts thereof, referred to in para. 1 of this Art. which it uses exclusively, as well as the identifiable direct costs for its use of jointly used installations and general services of the base. The general costs of utilization and maintenance of jointly used installations and general services of the base shall be shared by both Parties on a proportional basis in accordance with the service provided to each Party. The parties will enter into written agreements regarding the sharing of the costs which will be submitted to the PC for approval.	
<b>18 Tax and customs exemption</b>			
(a) Tax	<b>Art. X: [Taxes]</b> (para. 1) Where the legal incidence of any form of taxation in the receiving State depends upon residence or domicile, periods during which a member of a force or civilian component is in the territory of that State by reason solely of his being a member of such force or civilian component shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation. Members of a force or civilian component shall be exempt from taxation in the receiving State on the salary and emoluments paid to them as such members by the sending State or on any tangible movable property the presence of which in the receiving State is due solely to their temporary presence there.	<b>ADC Ch. IV Art. 45</b> (1) Except as provided in this Art., the acquisition of goods and services in the Spanish market by MFs, MCCs, or DPs, for personal use, shall be subject to the applicable Spanish taxes. MFs and MCCs permanently assigned in Spain, however, shall not be liable to pay any tax on the ownership, possession, use, transfer amongst themselves, or transfer by death of their movable property imported into Spain or acquired there for their personal use.	



	<p>(para. 2) Nothing in this Article shall prevent taxation of a member of a force or civilian component with respect to any profitable enterprise, other than his employment as such member, in which he may engage in the receiving State, and, except as regards his salary and emoluments and the tangible movable property referred to in paragraph 1, nothing in this Article shall prevent taxation to which, even if regarded as having his residence or domicile outside the territory of the receiving State, such a member is liable under the law of that State.</p> <p>(para. 3) Nothing in this Article shall apply to 'duty' as defined in paragraph 12 of Article XI.</p> <p>(para. 4) For the purposes of this Article the term 'member of a force' shall not include any person who is a national of the receiving State.</p>	<p>(2) Income received by MFs and MCCs from employment, and income received by such persons from sources outside Spain, shall be exempt from Spanish taxes on income as provided in Art. X of NATO SOFA. MFs and MCCs shall also be exempt from taxes on income received by reason of employment with the organizations referred to in Art. 49 of this Agreement.</p> <p>(3) The exemption from taxes on income shall not apply to other income from sources in Spain that would otherwise be taxable under Spanish law.</p>
(b) Customs	<p><b>Art. IX: [Goods and Services]</b></p> <p>(para. 8) Neither a force, nor a CC, nor the members thereof, nor their DPs, shall by reason of this Art. enjoy any exemption from taxes or duties relating to purchases and services chargeable under the fiscal regulations of the receiving State.</p> <p><b>Art. XI: [Customs]</b></p> <p>(para. 1) 1. Save as provided expressly to the contrary in this Agreement, members of a force and of a civilian component as well as their dependents shall be subject to the laws and regulations administered by the customs authorities of the receiving State. In particular the customs authorities of the receiving State shall have the right, under the general conditions laid down by the laws and regulations of the receiving State, to search members of a force or civilian component and their dependents and to examine their luggage and vehicles, and to seize articles pursuant to such laws and regulations.</p> <p>(para. 2) a. The temporary importation and the re-exportation of service vehicles of a force or civilian component under their own power shall be authorized free of duty on presentation of a triptyque in the form shown in the Appendix to this Agreement.</p>	<p><b>ADC Ch. IV Art. 46</b></p> <p>(1) The importation of materiel, equipment, supplies, provisions and other property into Spain by the USF, for official purposes in the exercise of the functions authorized in this Agreement shall be exempt from all types of Spanish duties, taxes and charges. The supply, including acquisition, of such goods in Spain and the rendering of services to the USF for the same purposes shall enjoy the fiscal benefits granted to exports and shall be exempt from all Spanish taxes, duties and charges directly applicable to such acquisitions if the total cost of each acquisition equals or exceeds 600 euro.</p> <p>(2) The exportation from Spain by the USF of the materiel, equipment, supplies, provisions, and other property referred to in para. 1 of this Art. shall be exempt from all types of Spanish duties.</p>

<p>(para. 2) b. The temporary importation of such vehicles not under their own power shall be governed by paragraph 4 of this Article and the re-exportation thereof by paragraph 8.</p> <p>(para. 2) c. Service vehicles of a force or civilian component shall be exempt from any tax payable in respect of the use of vehicles on the roads.</p> <p>(para. 3) Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with paragraph 2 b. of Article III. This movement order shall show the number of despatches carried and certify that they contain only official documents.</p> <p>(para. 4) A force may import free of duty the equipment for the force and reasonable quantities of provisions, supplies and other goods for the exclusive use of the force and, in cases where such use is permitted by the receiving State, its civilian component and dependents. This duty-free importation shall be subject to the deposit, at the customs office for the place of entry, together with such customs documents as shall be agreed, of a certificate in a form agreed between the receiving State and the sending State signed by a person authorized by the sending State for that purpose. The designation of the person authorised to sign the certificates as well as specimens of the signatures and stamps to be used, shall be sent to the customs administration of the receiving State.</p> <p>(para. 5) A member of a force or civilian component may, at the time of his first arrival to take up service in the receiving State or at the time of the first arrival of any dependent to join him, import his personal effects and furniture free of duty for the term of such service.</p>	<p>(3) The exemptions provided in para.s 1 and 2 of this Art. shall also apply to materiel, equipment, supplies, provisions, and other property imported or acquired in the Spanish domestic market by or on behalf of the USF for use by a contractor executing a contract for such forces within the framework of this Agreement.</p> <p>(4) The Spanish state shall bear all the charges arising from imports or the supply, including acquisition, of goods in Spain and the rendering of services for projects funded jointly by Spain and the U.S.s or for which the U.S. contributes funds for the purposes of the Agreement, including imports and other means of supply arising from the execution of work and service contracts performed for such purposes.</p> <p>(5) The exemptions provided in this Art. shall also apply to the supply of property of the same type, to the importation of materiel, equipment, supplies, provisions and other goods and to services rendered to the SAF for transfer to the USF for the purpose of this Agreement.</p> <p><b>ADC Ch. IV Art. 47</b></p> <p>(1) With reference to Art. XI, para.s 5, 6, and 7 of the NATO SOFA, personal effects, household goods, and furniture intended for the exclusive use of MFs, or MCCs permanently assigned in Spain, and DPs of either, may, on the occasion of the initial arrival in Spain of the MF, or MCC, and as well as the initial arrival in Spain of the DPs of either, and during a period of six months thereafter, be imported into and retained in Spain free of all types of Spanish duties.</p>
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(para. 6) Members of a force or civilian component may import temporarily free of duty their private motor vehicles for the personal use of themselves and their dependents. There is no obligation under this Article to grant exemption from taxes payable in respect of the use of roads by private vehicles.

(para. 7) Imports made by the authorities of a force other than for the exclusive use of that force and its civilian component, and imports, other than those dealt with in paragraphs 5 and 6 of this Article, effected by members of a force or civilian component are not, by reason of this Article, entitled to any exemption from duty or other conditions.

(para. 8) Goods which have been imported duty-free under paragraphs 2 b., 4, 5 or 6 above:

a.) May be re-exported freely, provided that, in the case of goods imported under paragraph 4, a certificate, issued in accordance with that paragraph, is presented to the customs office: the customs authorities, however, may verify that goods re-exported are as described in the certificate, if any, and have in fact been imported under the conditions of paragraphs 2 b., 4, 5 or 6 as the case may be;

b.) shall not normally be disposed of in the receiving State by way of either sale or gift: however, in particular cases such disposal may be authorized on conditions imposed by the authorities concerned of the receiving State (for instance, on payment of duty and tax and compliance with the requirements of the controls of trade and exchange).

(para. 9) Goods purchased in the receiving State shall be exported therefrom only in accordance with the regulations in force in the receiving State.

(2) Fs or MCCs permanently assigned in Spain may possess and maintain, at any one time, one motor vehicle imported under this exemption and one motor vehicle of EC manufacture acquired in Spain in accordance with special arrangements and free of the Spanish value-added tax. Dependents over the age of 18 may possess and maintain under the same conditions one motor vehicle of EC manufacture.

(3) The importation into Spain through military post offices referred to in Art. 51 of this Agreement of articles for the personal use of MFs, or MCCs permanently assigned in Spain and DPs of either shall be free of Spanish duties if the value of such articles does not exceed the equivalent in euro of one-hundred (\$100.00) U.S. dollars.

(4) The property imported under the provisions of para.s 1, 2, and 3 of this Art. shall, without prejudice to the exemptions provided by this art. be considered as temporarily imported property for Spanish tax and customs purposes.

(5) The property referred to in para.s 1, 2 and 3 of this Art. may not be transferred, given or rented to persons in Spain not entitled to import or purchase such property free of duties and VAT, unless such transfer or use is agreed upon by the appropriate ARs and, if necessary, after payment of import taxes thereon. However, the property referred to in para.s 1, 2 and 3 of this Art. and in Art. 49.5 may be transferred tax and duty-free and unconditionally to non-profit entities in accordance with Spanish law three years after being purchased or imported; the PC shall adopt appropriate general control measures.

(6) The exportation of property referred to in para.s 1, 2 and 3 of this Art. or acquired in Spain for the owner's personal use shall be exempt from all types of Spanish duties.

<p>(para. 10) Special arrangements for crossing frontiers shall be granted by the customs authorities to regularly constituted units or formations, provided that the customs authorities concerned have been duly notified in advance.</p> <p>(para. 11) Special arrangements shall be made by the receiving State so that fuel, oil and lubricants for use in service vehicles, aircraft and vessels of a force or civilian component, may be delivered free of all duties and taxes.</p> <p>(para. 12) In paragraphs 1-10 of this Article: 'duty' means customs duties and all other duties and taxes payable on importation or exportation, as the case may be, except dues and taxes which are no more than charges for services rendered; 'importation' includes withdrawal from customs warehouses or continuous customs custody, provided that the goods concerned have not been grown, produced or manufactured in the receiving State.</p> <p>(para. 13) The provisions of this Article shall apply to the goods concerned not only when they are imported into or exported from the receiving State but also when they are in transit through the territory of a Contracting Party, and for this purpose the expression 'receiving State' in this Article shall be regarded as including any Contracting Party through whose territory the goods are passing in transit.</p>	<p><b>ADC Ch. IV Art 48 - (1)</b></p> <p>The special arrangements to cross borders referred to in Art. XI, para. 10 of NATO SOFA shall be adopted by the Spanish customs authorities upon the proposal of the PC.</p>	
<p><b>Art. XII: [Conditions for customs or fiscal exemptions]</b></p> <p>(para. 1) The customs or fiscal authorities of the receiving State may, as a condition of the grant of any customs or fiscal exemption or concession provided for in this Agreement, require such conditions to be observed as they may deem necessary to prevent abuse.</p> <p>(para.2) These authorities may refuse any exemption provided for by this Agreement in respect of the importation into the receiving State of articles grown, produced or manufactured in that State which have been exported therefrom without payment of, or upon repayment of, taxes or duties which would have been chargeable but for such exportation. Goods removed from a customs warehouse shall be deemed to be imported if they were regarded as having been exported by reason of being deposited in the warehouse.</p>	<p><b>ADC Ch. IV Art 48</b></p> <p>(2) ecommendations to Spanish authorities for applying general Spanish customs provisions to activities carried out under this Agreement pursuant to Art. XII, para. 1 of NATO SOFA shall be developed by the PC.</p> <p>(3) The Commander of the base in which there are IDAs shall establish, in collaboration with the Commander of the USF, the necessary customs controls to carry out the procedures contained in para.s 1 and 2 of this Art.</p>	

	<p><b>Art. XIII [Assistance of customs and fiscal authorities]</b></p> <p>(para. 1) In order to prevent offences against customs and fiscal laws regulations, the authorities of the receiving and of the sending States shall assist each other in the conduct of enquiries and the collection of evidence.</p> <p>(para. 2) The authorities of a force shall render all assistance within their power to ensure that articles liable to seizure by, or on behalf of, the customs or fiscal authorities of the receiving State are handed to those authorities.</p> <p>(para. 3) The authorities of a force shall render all assistance within their power to ensure the payment of duties, taxes and penalties payable by members of the force or civilian component or their dependents.</p> <p>(para. 4) Service vehicles and articles belonging to a force or to its civilian component, and not to a member of such force or civilian component, seized by the authorities of the receiving State in connection with an offence against its customs or fiscal laws or regulations shall be handed over to the appropriate authorities of the force concerned.</p>		
<b>19 Foreign exchange controls</b>			
(a) Foreign exchange controls	<p><b>Art. XIV: [Foreign exchange regulations]</b></p> <p>(para. 1) A force, a civilian component and the members thereof, as well as their dependents, shall remain subject to the foreign exchange regulations of the sending State and shall also be subject to the regulations of the receiving State.</p> <p>(para. 2) b. The foreign exchange authorities of the sending and the receiving States may issue special regulations applicable to a force or civilian component or the members thereof as well as to their dependents.</p>		
(b) Military payment certificates or military scrip			
<b>20 The applicability of SOFA to wartime condition</b>			

	<p><b>Art. XV: [Application in the event of hostilities]</b></p> <p>(para. 1) Subject to paragraph 2 of this Article, this Agreement shall remain in force in the event of hostilities to which the North Atlantic Treaty applies, except that the provisions for settling claims in paragraphs 2 and 5 of Article VIII shall not apply to war damage, and that the provisions of the Agreement, and, in particular of Articles III and VII, shall immediately be reviewed by the Contracting Parties concerned, who may agree to such modifications as they may consider desirable regarding the application of the Agreement between them.</p> <p>(para. 2) In the event of such hostilities, each of the Contracting Parties shall have the right, by giving 60 days' notice to the other Contracting Parties, to suspend the application of any of the provisions of this Agreement so far as it is concerned. If this right is exercised, the Contracting Parties shall immediately consult with a view to agreeing on suitable provisions to replace the provisions suspended.</p>	<p><b>ADC Ch. I Art. 12</b></p> <p>(1) In case of external threat or attack against either Party acting in accordance with the purposes mentioned in Art. 2, para. 2 of this Agreement, the time and manner of use of the IDAs and authorizations referred to in Ch. II and III of this Agreement shall be the subject of urgent consultations between the two Governments and shall be determined by mutual agreement, without prejudice to either Party's inherent right to direct and immediate self-defense.</p> <p>(2) The Spanish Government and the Government of the U.S. shall conclude agreements on the use, in time of crisis or war, of Spanish installations, territory, territorial sea and airspace by the U.S. in support of NATO contingency plans.</p>	
		<p><b>ADC Ch. I Art. 15</b></p> <p>The Parties recognize that nothing in this Agreement shall be in derogation of Spain's inherent right in accordance with international law to take necessary measures to safeguard its national security in emergency situations.</p>	
	<b>21 Settlement of disputes and features of administrative body for SOFA implementation</b>		
	<p><b>Art. XVI: [Settlement of disputes]</b></p> <p>All differences between the Contracting Parties relating to the interpretation or application of this Agreement shall be settled by negotiation between them without recourse to any outside jurisdiction. Except where express provision is made to the contrary in this Agreement, differences which cannot be settled by direct negotiation shall be referred to the North Atlantic Council.</p>	<p><b>ADC Ch. I Art. 6 and 7</b> designate <i>Bilateral High Level Defense Committee</i> as a body for political consultations between the two countries and <i>Permanent Committee</i> as a body to ensure the necessary coordination between the Parties in the implementation of ADC and to examine and resolve such issues as may arise.</p>	
		<p><b>ADC Ch. VI Art. 68</b></p> <p>(1) The two Governments shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the provisions of this Agreement.</p>	

		(2) Each Government will adopt such measures as are necessary for the implementation of the provisions of this Agreement.	
		<b>ADC Ch. VI Art. 69</b> (4) Should disagreements arise concerning the interpretation, implementation or compliance with the provisions of the Agreement, the Parties shall begin consultations immediately. Should the matter not be resolved within a period of twelve months, either Party may terminate this Agreement effective six months from the date of written notice of such termination.	
<b>22 Revision of the agreement</b>			
	<b>Art. XVII: [Review]</b> Any Contracting Party may at any time request the revision of any Article of this Agreement. The request shall be addressed to the North Atlantic Council.	<b>ADC Ch. VI Art 69</b> (3) The Parties may initiate negotiations for possible revision or modification of the Agreement. Such agreed revisions or modifications shall enter into force upon written communication by the Parties to each other that they have satisfied their respective constitutional requirements.	
<b>22 Ratification and Accession</b>			
	<b>Art. XVIII: [Entry into force, accession]</b> (para. 1) The present Agreement shall be ratified and the instruments of ratification shall be deposited as soon as possible with the Government of the United States of America, which shall notify each signatory State of the date of deposit thereof.  (para. 2) Thirty days after four signatory States have deposited their instruments of ratification the present Agreement shall come into force between them. It shall come into force for each other signatory State thirty days after the deposit of its instrument of ratification.  (para. 3) After it has come into force, the present Agreement shall, subject to the approval of the North Atlantic Council and to such conditions as it may decide, be open to accession on behalf of any State which accedes to the North Atlantic Treaty. Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America, which shall notify each signatory and acceding State of the date of deposit thereof. In respect of any State on behalf of which an instrument of accession is deposited, the present Agreement shall come into force thirty days after the date of the deposit of such instrument.	<b>ADC Ch. VI Art 69</b> (1) This Agreement and its Annexes, which form a part thereof, shall enter into force upon written communication between the Parties that they have satisfied their respective constitutional requirements.	

<b>24 Termination or denunciation</b>		
	<p><b>Art. XIX: [Termination]</b></p> <p>(para. 1) The present Agreement may be denounced by any Contracting Party after the expiration of a period of four years from the date on which the Agreement comes into force.</p> <p>(para. 2) The denunciation of the Agreement by any Contracting Party shall be effected by a written notification addressed by that Contracting Party to the Government of the United States of America which shall notify all the other Contracting Parties of each such notification and the date of receipt thereof.</p> <p>(para. 3) The denunciation shall take effect one year after the receipt of the notification by the Government of the United States of America. After the expiration of this period of one year, the Agreement shall cease to be in force as regards the Contracting Party which denounces it, but shall continue in force for the remaining Contracting Parties.</p>	<p><b>ADC Ch. VI Art. 69</b></p> <p>(2) The new duration of this revised Agreement shall be eight years. It shall be extended for periods of one year, unless one of the Parties notifies the other in writing, at least six months prior to the end of the initial eight-year term or of any subsequent one-year term, of its intent to the contrary.</p> <p>(5) In the event of termination of the Agreement pursuant to the provisions of this Art., a period of one year from the effective date of such termination is provided for the U.S. to withdraw its personnel and removable property, located in Spain. Until such withdrawal is complete, all rights, privileges and obligations of both Parties deriving from the Agreement shall remain in effect.</p>
<b>25 Territorial applicability (including colonial territories)</b>		
	<p><b>Art. XX: [Metropolitan territory clause]</b></p> <p>(para. 1) Subject to the provisions of paragraphs 2 and 3 of this Article, the present Agreement shall apply only to the metropolitan territory of a Contracting Party.</p>	



	<p>(para. 2) Any State may, however, at the time of the deposit of its instrument of ratification or accession or at any time thereafter, declare by notification given to the Government of the United States of America that the present Agreement shall extend (subject, if the State making the declaration considers it to be necessary, to the conclusion of a special agreement between that State and each of the sending States concerned), to all or any of the territories for whose international relations it is responsible in the North Atlantic Treaty area. The present Agreement shall then extend to the territory or territories named therein thirty days after the receipt by the Government of the United States of America of the notification, or thirty days after the conclusion of the special agreements if required, or when it has come into force under Article XVIII, whichever is the later.</p> <p>(para. 3) A State which has made a declaration under paragraph 2 of this Article extending the present Agreement to any territory for whose international relations it is responsible may denounce the Agreement separately in respect of that territory in accordance with the provisions of Article XIX.</p>		
<b>26 Authentic language</b>	English and French	English and Spanish	

## Appendix B-11 The Turkey SOFA

### [Main agreements of SOFA]

#### NATO SOFA

**Agreement Between the United States of America and the Republic of Turkey Relative to Implementation of the "Agreement Between the Parties to the North Atlantic Treaty, Regarding the Status of Their Forces"** (Abbreviated as Agreement)  
(Signed and entered into force June 23, 1954. Amended para. 7 July 21, 1955) 5 UST 1465; TIAS 3020; 233 UNTS 289

**Agreement amending the Minute of Understanding on para. (7) of the agreement of June 23, 1954** (Abbreviated as MOU)  
(Signed April 22 and July 21, 1955 and entered into force July 21, 1955 by exchange of notes) 6 UST 2917; TIAS 3337; UNTS 418

**Agreement concerning duty certificate in implementation of Art. VII of NATO SOFA regarding the status of their forces**  
(Signed and entered into force September 24, 1968 by exchange of notes) (Abbreviated as ADC) 19 UST 6317; TIAS 6582; 702 UNTS 235

**Agreement for Cooperation on Defense and Economy between the Government of the United States of America and of the Republic of Turkey in accordance with Articles II and III of the North Atlantic Treaty and Supplementary Agreement (SA) Number 3 on Installations.**

(Signed March 29, 1980, entered into force December 18, 1980) (Abbreviated as DECA) 32 UST 3323; TIAS 9901

\*Text in the parts of 'Defense Support' and 'Defense Industrial Cooperation' are omitted.

**Agreement Between the United States and Turkey Supplementing and Extending the Agreement of March 29, 1980 for Cooperation on Defense and Economy**

(Effectuated by Exchange of Letters at Washington, March 16, 1987. Entered into force March 16, 1987)

### [Abbreviation]

*See Abbreviations at the front page of this dissertation.*

GROT: Government of the Republic of Turkey	SA 3: Supplementary Agreement Number 3
ROT: Republic of Turkey	TGS: Turkish General Staff

**[Definition of terms]**

<p><b>NATO SOFA Art. I: [Definitions]</b></p> <p>a. 'force' means the personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in the North Atlantic Treaty area in connexion with their official duties, provided that the two Contracting Parties concerned may agree that certain individuals, units or formations shall not be regarded as constituting or included in a 'force' for the purpose of the present Agreement</p>	<p><b>DECA Art. V</b></p> <p>(3) The NATO SOFA shall apply to the force and CC of the U.S. and their DPs assigned or stationed territory of the ROT for the purposes of this Agreement.</p>
<p>b. 'civilian component' means the civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located.</p>	<p><b>Agreement para. (2)</b></p> <p>For the purpose of the application of the aforesaid NATO SOFA and of the provisions of this Agreement, persons "who are in the employ of the U.S. armed services, within the meaning of Art. 1-1 .(b) of the aforesaid NATO SOFA, and without prejudice to the other requirements of that Art., shall include employees</p> <p>of U.S. military organizations, employees of U.S. Government departments, Post Exchanges, and recreational organizations for military personnel, Red Cross and United Services Organization personnel, and technical representatives of contractors with the USF who are assigned to U.S. military organizations in Turkey. All of these persons are subject to U.S. military law. Should any other specific categories become involved, the U.S. Government would wish to discuss their inclusion in this para. with the ARs.</p>
<p>c. 'dependent' means the spouse of a member of a force or a civilian component, or a child of such member depending on him or her for support;</p>	<p><b>Agreement para. (1)</b></p> <p>All persons who are relatives of, and in accordance with U.S. laws or regulations, depending for support upon and actually residing with any MF or MCC, except those who are not U.S. citizens, shall also be considered DPs and will be treated in all respects as those persons defined in Art. I, para. 1, sub- para. c, of the aforesaid NATO SOFA.</p>
<p>d. 'sending State' means the Contracting Party to which the force belongs</p>	
<p>e. 'receiving State' means the Contracting Party in the territory of which the force or civilian component is located, whether it be stationed there or passing in transit</p>	

f. 'military authorities of the sending State' means those authorities of a sending State who are empowered by its law to enforce the military law of that State with respect to members of its forces or civilian components
g. 'North Atlantic Council' means the Council established by Article 9 of the North Atlantic Treaty or any of its subsidiary bodies authorised to act on its behalf.

Items to be compared	NATO SOFA	Bilateral agreements	
<b>1 Existence of security alliance</b>			Y
<b>2 Structure of alliance</b>			M
<b>3 Respect for the law of the receiving state</b>			
	<p><b>Art. II: [Law of the receiving state]</b></p> <p>It is the duty of a force and its civilian component and the members thereof as well as their dependents to respect the law of the receiving State, and to abstain from any activity inconsistent with the spirit of the present Agreement, and, in particular, from any political activity in the receiving State. It is also the duty of the sending State to take necessary of measures to that end.</p>		
<b>4 Entry and departure of foreign military personnel with relaxation of the customary immigration procedures</b>			
(a) Identification	<p><b>Art. III: [Entry and Departure]</b></p> <p>&lt;summary of para. 1, 2, 3, and 5&gt;</p> <p>(para.1) On the conditions specified in paragraph 2 of this Article and subject to compliance with the formalities established by the receiving State relating to entry and departure of a force or the members thereof, such members shall be exempt from passport and visa regulations and immigration inspection on entering or leaving the territory of a receiving State. They shall also be exempt from the regulations of the receiving State on the registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in the territories of the receiving State.</p> <p>(para. 2) [Required documents]: (sub-para.a) Personal identity card, or (sub-para. b) individual or collective movement order.</p> <p>(para. 3) Members of civilian component and dependents shall be so described in their passports.</p>		

<p>(b) Frontier crossings</p> <p>(c ) Registration and Aliens Control</p> <p>(d) Residence and Settlement</p> <p>(e) Expulsions and Removal</p>	<p>(para 2) The following documents only will be required on demand. (sub-para. a) Personal identity card issued by the sending state. (sub-para. b) Individual or collective movement order in the language of the sending state and in English and French. The receiving State may require a movement order to be countersigned by its appropriate representative.</p> <p>(Para.1) They shall also be exempt from the regulation on the registration and aliens control.</p> <p>(para.1) They shall not be considered as acquiring any right to permanent residence or domicile in the receiving state.</p> <p>(para. 4) The sending state shall inform the receiving state such particulars if member of a force or of a civilian component leaves the employ and is not repatriated and any member absented himself for more than twenty-one days.</p> <p>(para. 5) If the receiving State has requested the removal of a member of a force or civilian component or has made an expulsion order against an ex-member of a force or of a civilian component or against a dependent of a member or ex-member, the sending State shall be responsible for receiving the person concerned within their own territory or otherwise disposing of him outside the receiving State. Applicable only to persons who are not nationals of the receiving State and have entered the receiving State as members of a force or civilian component or for the purpose of becoming such members, and to the dependents of such persons.</p>		
<p><b>5 Vehicles and Driving License or Permit</b></p>			
<p>(a) Driving Permit (DRP)</p>	<p><b>Art IV: [Driving Permit]</b> The receiving State shall either</p> <p>a.) accept as valid, without a driving test or fee, the driving permit or license or military driving permit issued by the sending State or a sub-division thereof to a member of a force or of a civilian component; or</p> <p>b.) issue its own driving permit or license to any member of a force or civilian component who holds a driving permit or license or military driving permit issued by the sending State or a sub-division thereof, provided that no driving test shall be required.</p>		

<p>(b) Registration and Licensing of Vehicles, Vessels, and Aircraft</p> <p>(c) Third Party Liability Insurance of Private Motor Vehicles, Trailers and Aircraft</p>	<p><b>Art. V: [Uniform, Service Vehicles]</b> (para. 2) Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark. (NO other specific provisions.)</p> <p><b>No Provisions in NATO SOFA</b></p>	<p>(Domestic law necessitates 'Compulsory Traffic Insurance'. )</p>	
<b>6 Carrying Arms (and Uniform)</b>			
	<p><b>Art. VI: [Arms]</b> Members of a force may possess and carry arms, on condition that they are authorized to do so by their orders. The authorities of the sending State shall give sympathetic consideration to requests from the receiving State concerning this matter.</p>		
<b>7 Police power (Military Police of the sending state and the Police of the receiving state) and the protection of the bases and information</b>			
<p>(a) Within the bases</p>	<p><b>Art. VII para 10 (a)</b> Regularly constituted military units or formations of a force shall have the right to police any camps, establishments or other premises which they occupy as the result of an agreement with the receiving State. The military police of the force may take all appropriate measures to ensure the maintenance of order and security on such premises.</p>	<p><i>No specific provisions directly referring to policing of the bases, but DECA SA stipulates the overall commanding right of Turkish Installation Commander both inside and outside of the intallations. &gt;&gt; See Item 14 Facilities and areas.</i></p> <p><b>DECA SA 3 Art. XI</b> The installations specified in Art. I, Para. 1 above are subject to inspection by the appropriate ARs. The inspections in question shall be on the basis of mutually atisfactory administrative arrangements between the competent authorities of the Parties.</p>	
<p>(b) Outside of the bases</p>	<p><b>Art. VII para 10 (b)</b> ) Outside these premises, such military police shall be employed only subject to arrangements with the authorities of the receiving State and in liaison with those authorities, and in so far as such employment is necessary to maintain discipline and order among the members of the force.</p>		

(c) Protection of the bases and information	<b>Art. VII para. 11</b> Each Contracting Party shall seek such legislation as it deems necessary to ensure the adequate security and protection within its territory of installations, equipment, property, records and official information of other Contracting Parties, and the punishment of persons who may contravene laws enacted for that purpose.	<b>DECA SA 3 Art. III</b> (3) The Turkish Installation Commander shall be responsible for relations with the local Turkish authorities, order and security of the installation as a whole, including perimeter security, consistent with Para. 1 of this Art. and modalities mutually agreed in accordance with Para. 1, Art. II of this Agreement.	
<b>8 Jurisdiction (1) (a) The definition of persons covered by SOFA - Who is to be protected under SOFA? -</b>			
	<b>Art. I: [Definition]</b> (summary) <b>Force:</b> The personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in connection with their official duties. (certain individuals, units or formations shall not be regarded as constituting or included in a 'force')		
	<b>Civilian Component:</b> The civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located. <b>Dependent:</b> The spouse of a member of a force or of a civilian component, or a child of such member depending on him or her for support.	<b>Agreement para. (2)</b> For the purpose of the application of the aforesaid NATO SOFA and of the provisions of this Agreement, persons "who are in the employ of the U.S. armed services, within the meaning of Art. 1-1 .(b) of the aforesaid NATO SOFA, and without prejudice to the other requirements of that Art., shall include employees of U.S. military organizations, employees of U.S. Government departments, Post Exchanges, and  recreational organizations for military personnel, Red Cross and United Services Organization personnel, and technical representatives of contractors with the USF who are assigned to U.S. military organizations in Turkey. All of these persons are subject to U.S. military law. Should any other specific categories become involved, the U.S. Government would wish to discuss their inclusion in this para. with the ARs.	
		<b>Agreement para. (1)</b> All persons who are relatives of, and in accordance with U.S. laws or regulations, depending for support upon and actually residing with any MF or MCC, except those who are not U.S. citizens, shall also be considered DPs and will be treated in all respects as those persons defined in Art. I, para. 1, sub- para. c, of the aforesaid NATO SOFA.	

		<p><b>Agreement para. (3)</b> Residence documents to the MCCs and DPs described in para. (1) of this Agreement, as well as the DPs described in Art. I, para. 1, sub- para. c, of the NATO SOFA, will be issued without fees, except for administrative expenses incurred in issuing the documents.</p>	
<b>9 Jurisdiction (2) Jurisdictional Decision</b>			
(a) Exclusive jurisdiction	<p><b>Art. VII: [Jurisdiction, Military Police]</b> (para. 1) Subject to the provisions of this Article, a. the military authorities of the sending State shall have the right to exercise within the receiving State all criminal and disciplinary jurisdiction conferred on them by the law of the sending State over all persons subject to the military law of that State; b. the authorities of the receiving State shall have jurisdiction over the members of a force or civilian component and their dependents with respect to offences committed within the territory of the receiving State and punishable by the law of that State.</p> <p>(para. 2) a. The military authorities of the sending State shall have the right to exercise exclusive jurisdiction over persons subject to the military law of that State with respect to offences, including offences relating to its security, punishable by the law of the sending State, but not by the law of the receiving State. b. The authorities of the receiving State shall have the right to exercise exclusive jurisdiction over members of a force or civilian component and their dependents with respect to offences, including offences relating to the security of that State, punishable by its law but not by the law of the sending state. c. (Specification of a security offence)</p>		
(b) Concurrent jurisdiction	<p>(para. 3) In case where the right to exercise jurisdiction is concurrent the following rules shall apply: a. The military authorities of the sending State shall have the primary right to exercise jurisdiction over a member of a force or of a civilian component in relation to</p>		



<p>(i) offences solely against the property or security of that State, or offences solely against the person or property of another member of the force or civilian component of that State or of a dependent;</p> <p>(ii) offences arising out of any act or omission done in the performance of official duty.</p> <p>b. In the case of any other offence the authorities of the receiving State shall have the primary right to exercise jurisdiction.</p>	<p><b>ADC Art. 1</b></p> <p>In case of offenses arising out of any act or omission done in the performance of official duty, the duty certificates will, in conformity with the spirit and the letter of the NATO SOFA and according to the practices in the other NATO countries, be issued by the ASs and will be put into effect by the ARs in conformity with the spirit and the letter of the NATO SOFA, and according to the practices in the other NATO countries.</p>
	<p><b>ADC Art. 2</b></p> <p>In implementation of Art. 1, the following procedures shall apply: <i>Sub-para.s (A) to (C ) designate normal procedures.</i></p> <p><b>Sub-para. (D)</b></p> <p>If (<i>duty certificate is</i>) not found acceptable by the TGS and withdrawn by the concerned ASs, the TGS will, through Ministry of Justice, so notify the Public Prosecutor of the locality where the offense has been committed. The Public Prosecutor of the said locality will, through the Ministry of Justice, inform the TGS of the outcome of the case. The latter will in turn transmit this information to the concerned ASs.</p> <p><b>Sub-para. (E)</b></p> <p>If the duty certificate is not found acceptable by the TGS and not withdrawn by the concerned ASs, the Ministry of Foreign Affairs will be informed with a view to reaching an agreement through negotiations with the diplomatic representative of the Sending State with the participation of TGS and a military representative of the Sending State and in consultation with other concerned ARs.</p> <p>In the meantime the duty certificate, as well as the legal action against the accused, will be suspended without affecting the availability of the accused for trial by Turkish courts if the duty certificate is not found acceptable. The outcome of these negotiations such as the acceptance of the duty certificate or its withdrawal by the concerned AFs will be communicated to the Public Prosecutor of the locality where the offense has been committed, in the same manner as foreseen in para.s (C) and (D) above for appropriate action.</p>

(c) Waiver of jurisdiction	c. (of para. 3) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other state considers such waiver to be of particular importance.		
<b>10 Jurisdiction (3) Differences in the right of the accused: arrest, custody, and related issues</b>			
(a) Arrest, custody, and investigation	<p>(para. 5) a. The authorities of the receiving and sending states shall assist each other in the arrest of members of a force or civilian component or their dependents in the territory of the receiving State and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.</p> <p>b. The authorities of the receiving State shall notify promptly the military authorities of the sending State of the arrest of any member of a force or civilian component or a dependent.</p> <p>c. The custody of an accused member of a force or civilian component over whom the receiving state is to exercise jurisdiction shall, if he is in the hands of the sending State, remain with that State until he is charged by the receiving State.</p> <p>(para. 6) a. The authorities of the receiving and sending States shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.</p> <p>b. The authorities of the Contracting parties shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.</p>		
(b) Death penalty	(para. 7) a. A death sentence shall not be carried out in the receiving State by the authorities of the sending State if the legislation of the receiving state does not provide for such punishment in a similar case.		

(c) Serving a sentence	(para. 7) b. The authorities of the receiving State shall give sympathetic consideration to a request from the authorities of the sending State for assistance in carrying out a sentence of imprisonment pronounced by the authorities of the sending State under the provision of this Article within the territory of the receiving State.		
(d) Trial	<p>(para. 8) Where an accused has been tried in accordance with the provisions of this Article by the authorities of one Contracting Party and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offence within the same territory by the authorities of another Contracting Party. However, nothing in this paragraph shall prevent the military authorities of the sending State from trying a member of its force for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of another Contracting Party.</p> <p>(para. 9) Whenever a member of a force or civilian component of a dependent is prosecuted under the jurisdiction of a receiving State he shall be entitled:</p> <p>(a) o a prompt and speedy trial;</p> <p>(b) o be informed, in advance of trial, of the specific charge or charges made against him;</p> <p>(c) to be confronted with the witnesses against him;</p> <p>(d) o have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of the receiving State;</p> <p>(e) o have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in the receiving State;</p> <p>(f) f he considers it necessary, to have the services of a competent interpreter; and</p> <p>(g) o communicate with a representative of the Government of the sending State and when the rules of the court permit, to have such a representative present at his trial.</p>		
<b>11 Administrative jurisdiction</b>			

	<u>No specific provisions</u> except a general rule of 'respecting the law of the receiving state' (Art. II). <i>Hand book</i> : The bottom line is that the personnel are subject to all applicable laws of a receiving state except as otherwise provided in the agreement. However, it is obscure with regard to stationing forces themselves.		
(a) Environment protection			
(b) Health and Sanitation	<b>Art. IX: [Goods and Services]</b> (para. 5) When a force or a civilian component has at the place where it is stationed inadequate medical or dental facilities, its members and their dependents may receive medical and dental care, including hospitalization, under the same conditions as comparable personnel of the receiving State.		
(c) Employment and labor law	<b>Art. IX: [Goods and Services]</b> para. 4 Local civilian labour requirements of a force or civilian component shall be satisfied in the same way as the comparable requirements of the receiving State and with the assistance of the authorities of the receiving State through the employment exchanges. The conditions of employment and work, in particular wages, supplementary payments and conditions for the protection of workers, shall be those laid down by the legislation of the receiving State. Such civilian workers employed by a force or civilian component shall not be regarded for any purpose as being members of that force or civilian component.		
(d) Traffic (or Movement)	<u>No specific provisions</u> except a general rule of 'respecting the law of the receiving state' (Art. II). Art. V-para.2 merely states "Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark."	<b>DECA Appendix to Incirlik Implementing Agreement</b> (3)-(A) Overall air traffic control in Turkey is the responsibility of the GROT.	
(e) Post	<b>Art. XI: [Customs]</b> Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with para. 2 b. of Art. III. This movement order shall show the number of dispatches carried and certify that they contain only official documents.		
(f) Telecommunications			

12 Claims		
(a) Waiver and settlement of claims	<p><b>Art. VIII: [Claims]</b></p> <p>(para. 1) Each Contracting Party waives all its claims against any other Contracting Party for damage to any property owned by it and used by its land; sea or air armed services, if such damage:</p> <p>(i) was caused by a member or an employee of the armed services of the other Contracting Party in the execution of his duties in connection with the operation of the North Atlantic Treaty; or</p> <p>(ii) arose from the use of any vehicle, vessel or aircraft owned by the other Contracting Party and used by its armed services, provided either that the vehicle, vessel or aircraft causing the damage was being used in connection with the operation of the North Atlantic Treaty, or that the damage was caused to property being so used.</p> <p>Claims for maritime salvage by one Contracting Party against any other Contracting Party shall be waived, provided that the vessel or cargo salvaged was owned by a contracting Party and being used by its armed services in connection with the operation of the North Atlantic Treaty.</p> <p>(para. 2-a) In the case of damage caused or arising as stated in paragraph 1 to other property owned by a Contracting Party and located in its territory, the issue of the liability of any other Contracting Party shall be determined and the amount of damage shall be assessed, unless the Contracting Parties concerned agree otherwise, by a sole arbitrator selected in accordance with sub-paragraph b. of this paragraph. The arbitrator shall also decide any counter-claims arising out of the same incident.</p> <p>(para. 2-b) The arbitrator referred to in sub-paragraph a. above shall be selected by agreement between the Contracting Parties concerned from amongst the nationals of the receiving State who hold or have held high judicial office. If the Contracting Parties concerned are unable, within two months, to agree upon the arbitrator, either may request the Chairman of the North Atlantic Council Deputies to select a person with the aforesaid qualifications.</p>	

	<p>(para. 2-c) Any decision taken by the arbitrator shall be binding and conclusive upon the Contracting Parties.</p> <p>(para. 2-d) The amount of any compensation awarded by the arbitrator shall be distributed in accordance with the provisions of paragraph 5 e. (i), (ii) and (iii) of this Article. (para. 2-e) The compensation of the arbitrator shall be fixed by agreement between the Contracting Parties concerned and shall, together with the necessary expenses incidental to performance of his duties, be defrayed in equal proportions by them.</p> <p>(summary of para. 2-f) e. Nevertheless, each Contracting Party waives its claim in any such case where the damage is less than: (Specific figures and necessary currency adjustment among NATO signatories)</p> <p>(para. 3) For the purposes of paragraphs 1 and 2 of this Article the expression "owned by a Contracting Party" in the case of a vessel includes a vessel on bare boat charter to that Contracting Party or requisitioned by it on bare boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some person other than such Contracting Party).</p> <p>(para. 4) Each Contracting Party waives all its claims against any other Contracting Party for injury or death suffered by any member of its armed services while such member was engaged in the performance of his official duties.</p>	
(b) Damages to third parties	<p>(para.5) Claims (other than contractual claims and those to which paragraphs 6 or 7 of this Article apply) arising out of acts or omissions of members of a force or civilian component done in the performance of official duty, or out of any other act, omission or occurrence for which a force or civilian component is legally responsible, and causing damage in the territory of the receiving State to third parties, other than any of the Contracting Parties, shall be dealt with by the receiving State in accordance with the following provisions:</p>	<p><b>Agreement para. (7)</b></p> <p>It is understood that in the case of any damages in Turkey, caused by persons referred to in para. 2 above who are not paid from appropriations made to the U.S. Department of Defense, which require, under the provisions of Art. VIII of the aforesaid NATO SOFA, the payment of an amount in order to satisfy the claimant with respect to such damages, the Turkish Government shall pay such amount. Procedures with respect to the reimbursement to the Turkish Government of such amounts shall be the subject of special arrangements agreed between the two governments.</p>

<p>(sub-para.a) Claims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of the receiving State with respect to claims arising from the activities of its own armed forces.</p>	<p><b>Amendment of Agreement para. (7)</b> Claims arising out of the activities of personnel connected with Post Exchanges, Commissaries and Officers' Clubs will be handled in accordance with Art. VIII of the NATO SOFA.</p>
<p>(sub-para.b) The receiving State may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by the receiving State in its currency.</p>	<p><b>MOU RE: para. (7) of the Agreement</b> It is understood that the U.S. Government is able to accept responsibility for repayment only with respect to claims arising from the acts of employees paid from appropriated funds of the Department of Defense. With respect to claims arising from the acts of all other MCCs it is understood that the U.S. will exercise its good offices to make satisfactory arrangements with the responsible entities for reimbursing the Turkish Government. However, the U.S. Government under existing laws can accept no financial liability with respect to the latter category of claims.</p>
<p>(sub-para.c) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of the receiving State, or the final adjudication by such a tribunal denying payment, shall be binding and conclusive upon the Contracting Parties.</p>	
<p>(sub-para.d) Every claim paid by the receiving State shall be communicated to the sending States concerned together with full particulars and a proposed distribution in conformity with sub-paragraphs e. (i), (ii) and (iii) below. In default of a reply within two months, the proposed distribution shall be regarded as accepted.</p>	
<p>(sub-para.e) The cost incurred in satisfying claims pursuant to the preceding sub-paragraphs and para. 2 of this Article shall be distributed between the Contracting Parties, as follows:</p>	
<p>(i) Where one sending State alone is responsible, the amount awarded or adjudged shall be distributed in the proportion of 25 per cent. chargeable to the receiving State and 75 per cent. chargeable to the sending State.</p>	
<p>(ii) Where more than one State is responsible for the damage, the amount awarded or adjudged shall be distributed equally among them: however, if the receiving State is not one of the States responsible, its contribution shall be half that of each of the sending States.</p>	

	<p>(iii) Where the damage was caused by the armed services of the Contracting Parties and it is not possible to attribute it specifically to one or more of those armed services, the amount awarded or adjudged shall be distributed equally among the Contracting Parties concerned: however, if the receiving State is not one of the States by whose armed services the damage was caused, its contribution shall be half that of each of the sending States concerned.</p> <p>(iv) very half-year, a statement of the sums paid by the receiving State in the course of the half-yearly period in respect of every case regarding which the proposed distribution on a percentage basis has been accepted, shall be sent to the sending States concerned, together with a request for reimbursement. Such reimbursement shall be made within the shortest possible time, in the currency of the receiving State.</p> <p>(sub-para.f) In cases where the application of the provisions of sub-paragraphs b. and e. of this paragraph would cause a Contracting Party serious hardship, it may request the North Atlantic Council to arrange a settlement of a different nature.</p>		
(c) Immunity of personnel on duty	<p>(sub-para.g) A member of a force or civilian component shall not be subject to any proceedings for the enforcement of any judgment given against him in the receiving State in a matter arising from the performance of his official duties.</p> <p>(sub-para.h) Except in so far as sub-paragraph e. of this paragraph applies to claims covered by paragraph 2 of this Article, the provisions of this paragraph shall not apply to any claim arising out of or in connection with the navigation or operation of a ship or the loading, carriage, or discharge of a cargo, other than claims for death or personal injury to which paragraph 4 of this Article does not apply.</p>		
(d) Damages caused by out-of-duty personnel	<p>(para. 6) Claims against members of a force or civilian component arising out of tortious acts or omissions in the receiving State not done in the performance of official duty shall be dealt with in the following manner:</p>		



	<p>a) The authorities of the receiving State shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all the circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.</p> <p>b) The report shall be delivered to the authorities of the sending State, who shall then decide without delay whether they will offer an ex gratia payment, and if so, of what amount.</p> <p>c) If an offer of ex gratia payment is made, and accepted by the claimant in full satisfaction of his claim, the authorities of the sending State shall make the payment themselves and inform the authorities of the receiving State of their decision and of the sum paid.</p> <p>d) Nothing in this paragraph shall affect the jurisdiction of the courts of the receiving State to entertain an action against a member of a force or of a civilian component unless and until there has been payment in full satisfaction of the claim.</p> <p>(para. 7) Claims arising out of the unauthorized use of any vehicle of the armed services of a sending State shall be dealt with in accordance with paragraph 6 of this Article, except in so far as the force or civilian component is legally responsible.</p>		
(e) Judgement of official duty	<p>(para. 8) If a dispute arises as to whether a tortious act or omission of a member of a force or civilian component was done in the performance of official duty or as to whether the use of any vehicle of the armed services of a sending State was unauthorized, the question shall be submitted to an arbitrator appointed in accordance with paragraph 2 b. of this Article, whose decision on this point shall be final and conclusive.</p>		
(f) Civil jurisdiction by the AR	<p>(para. 9) The sending State shall not claim immunity from the jurisdiction of the courts of the receiving State for members of a force or civilian component in respect of the civil jurisdiction of the courts of the receiving State except to the extent provided in paragraph 5 g. of this Article.</p> <p>(para. 10) The authorities of the sending State and of the receiving State shall co-operate in the procurement of evidence for a fair hearing and disposal of claims in regard to which the Contracting Parties are concerned.</p>		

(g) Other general issues			
<b>13 Logistic support</b>			
(a) Private consumption	<b>Art. IX: [Goods and Services]</b> (para.1) Members of a force or of a civilian component and their dependents may purchase locally goods necessary for their own consumption, and such services as they need, under the same conditions as the nationals of the receiving State.		
(b) Military consumption and utility services	(para. 2) Goods which are required from local sources for the subsistence of a force or civilian component shall normally be purchased through the authorities which purchase such goods for the armed services of the receiving State. In order to avoid such purchases having any adverse effect on the economy of the receiving State, the competent authorities of that State shall indicate, when necessary, any articles the purchase of which should be restricted or forbidden.	<b>Agreement para. (4)</b> It is the agreed understanding of the Parties that reasonable quantities of provisions, supplies and other goods imported for the exclusive use of U.S. personnel, directly by special military agencies of the U.S., such as post exchanges, commissaries, and officers' clubs, shall be accorded duty-free entry under the terms of Art. XI, para. 4, of the aforesaid NATO SOFA in accordance with arrangements to be agreed with the appropriate ARs.  It is understood that such provisions, supplies and other goods will be subject to agreed certification by an authorized U.S. official, and to inspection by Turkish customs for conformance with the certificates which shall be drawn up in accordance with the agreed arrangements mentioned above. It is further agreed that such special military agencies as post exchanges, commissaries, and officers' clubs will be permitted to operate at agreed locations without licenses, inspections or taxes and other charges.  Categories of articles to be agreed between appropriate U.S. and Turkish authorities may be sold by these official U.S. military agencies only to authorized U.S. personnel. Administrative measures shall be taken by AFs, in cooperation with the appropriate ARs, to prevent the resale or transfer in any way of merchandise sold under the provisions of this para. to persons not entitled to purchase items from such agencies, and generally to prevent the abuse of the facilities provided for in this para.	

		<p><b>MOU RE: para. (4) of the Agreement</b> It is not the intention of the Turkish Government to prohibit the sale of articles normally sold through U.S. special military agencies.</p>	
		<p><b>DECA SA 3 Art. V</b> (1) In accordance with the provisions of NATO SOFA, the USG may import into and export from Turkey the equipment for its forces and reasonable quantities of provisions, supplies and other goods exclusively for the use of the USF, its members, CC, and DPs. ASs shall notify ARs of such imports and exports by manifest.</p> <p>(2) The importation into and permanent transfer within Turkey of major items of equipment, arms and ammunition shall be subject to the prior approval of appropriate ARs and transfer within Turkey of arms and ammunition shall be accomplished with safeguards and protections as mutually agreed. Special procedures shall be established for the customs control of arms and ammunition as well as equipment and material of a classified nature.</p> <p>(3) Arms and ammunition and major items of equipment needed for the operation of an installation, including such equipment as may be earmarked for replacement as a result of modernization, will not be removed from Turkey without prior notification.</p> <p>(4) The competent authorities of both Parties shall consult before either Party terminates its activities or reduces its capabilities significantly at the installations.</p>	
		<p><b>DECA SA 3 Art. VI</b> For the purposes of this Agreement, material, equipment, provisions, supplies, services, and civilian labor required by the USG shall be procured in Turkey to the extent feasible.</p>	
	(c ) Free services		

(d) Travelling facilities and fares	(para. 6) The receiving State shall give the most favourable consideration to requests for the grant to members of a force or of a civilian component of travelling facilities and concessions with regard to fares. These facilities and concessions will be the subject of special arrangements to be made between the Governments concerned.		
(e) Payment (for goods and services)	(para. 7) Subject to any general or particular financial arrangements between the Contracting Parties, payment in local currency for goods, accommodation and services furnished under paragraphs, 2, 3, 4 and, if necessary, 5 and 6, of this Article shall be made promptly by the authorities of the force.		
(f) Tax exemption for logistics	See <b>Art. XI [Customs]</b> below.		
<b>14 Facilities and areas for the forces of a sending state</b>			
(a) The use of facilities and areas	<b>Art. IX</b> (para. 3) Subject to agreements already in force or which may hereafter be made between the authorized representatives of the sending and receiving States, the authorities of the receiving State shall assume sole responsibility for making suitable arrangements to make  available to a force or a civilian component the buildings and grounds which it requires, as well as facilities and services connected therewith. These agreements and arrangements shall be, as far as possible, in accordance with the regulations governing the accommodation and billeting of similar personnel of the receiving State. In the absence of a specific contract to the contrary, the laws of the receiving State shall determine the rights and obligations arising out of the occupation or use of the buildings, grounds, facilities or services.	<b>DECA Art. V</b> (1) The GROT authorizes the USG to participate in joint defense measures at specified Turkish Armed Forces installations.  (2) The activities and technical operations of the installations shall be conducted in accordance with mutually agreed purposes and programs. (4) The extent of the defense cooperation envisaged in this Agreement shall be limited to obligations arising out of the North Atlantic Treaty. (5) This cooperation shall be carried out in accordance with SA Number 3 on Installations.	
		<b>DECA SA 3 Art. I</b> (1) Pursuant to <b>Article V</b> of the DEC, the GROT authorizes the USG to participate in joint defense measures at the following Turkish Armed Forces Installations: ( <i>List of 12 Installations</i> )	

<p>(2) The GROT also authorizes U.S. administrative and support organizations and activities outside the installations. Such organizations and activities shall be subject to the relevant provisions of this Agreement.</p> <p>(3) Where necessary, requirements specified in this SA shall be elaborated in appropriate implementing agreements.</p>	
<p><b>DECA SA 3 Art II</b></p> <p>(1) Technical operations and maintenance services at the installations where the primary purpose is intelligence collection, nodal communications or radio navigation shall be carried out jointly by Turkish and U.S. personnel.</p> <p>The modalities of this cooperation, including the distribution of manpower spaces for assignment by each Party and training requirements for Turkish personnel, shall be determined jointly by appropriate authorities of the two Governments. For the purposes of this cooperation, the USG shall provide access to appropriate training for Turkish personnel.</p> <p>(2) All intelligence information, including raw data, produced at intelligence collection installations in the ROT shall be shared by the two Governments in accordance with arrangements determined jointly by the competent technical authorities of the two Governments.</p> <p>(3) mutually agreed arrangements shall be established to enhance Turkish Armed Forces' utilization of the capacity of the Defense Communications System in Turkey to the extent feasible.</p> <p>(4) ASs and ARs shall consult to avoid interference between activities of the installations authorized by this Agreement and the activities of other military and civilian installations and to avoid damage to life and property.</p> <p>(5) modernization, addition or importation of the equipment related to the technical operations at the installations which would increase mission capabilities shall be subject to advance approval by the GROT.</p>	

**DECA SA 3 Art. VII**

(1) State-owned land areas including improvements, utilities, easements and rights of way already allocated by the GROT for the purposes of this Agreement will continue to be made available without costs to or claims against the USG. This Art. shall not be interpreted as giving the right of ownership to such land areas, improvements, utilities, easements and rights of way to the U.S. and is without prejudice to the terms of existing non-intergovernmental lease contracts under which certain property is provided to the USG for the purposes of this Agreement.

(2) All non-removable property, including property incorporated in the soil, constructed or installed by or on behalf of the U.S. on the land areas allocated by the GROT for the purposes of this Agreement, shall, from the date of its construction or installation, become the property of the GROT, and shall be so registered without prejudice to the authorization by the ARs to the USG and its personnel to use such property for the purposes of this Agreement.

Upon final termination of the use by the USG of any such non-removable property, the right of such use will be transferred to the GROT which will compensate the USG for the residual value, if any, of the property as determined by mutual agreement, taking into account past practices. Such property shall include those basic utility systems and other fixtures which have been permanently installed in or affixed to the property.

(3) The GROT shall have the right of priority to acquire, in accordance with mutually agreed terms, any equipment, materials, and supplies imported into or procured in Turkey by or on behalf of the USG for the purposes of this Agreement, in the event such equipment, materials and supplies are to be disposed of by the USG.

<p>(b) The right to control facilities and areas (or the rights respecting installations)</p>	<p>Stipulated in <b>Art IX: para. (3)</b> above.</p>	<p><b>DECA SA 3 Art. III</b></p> <p>(1) The USG will assign an officer as Commander of the USF at each installation, who also will function as the single point of contact with the Turkish Installation Commander. The Turkish Installation Commander and the officer so assigned by the U.S. shall: exercise command and control over their respective forces, including equipment and material and the premises</p> <p>exclusively used by them, as well as providing security therefor; maintain close contact and coordination to insure that activities are conducted in a manner consistent with the spirit and provisions of this Agreement; and be responsible to insure that activities and technical operations at the installation shall be carried out in accordance with the provisions of this Agreement.</p> <p>(2) Turkish civilian personnel employed by the USF or contractors of the USF shall be under the control, responsibility and direction of their employer.</p> <p>(4) Access to installations shall be under the control of the Installation Commander. Members and vehicles of the USF and CC, as well as contractors, contractor employees and Turkish civilian employees of the USF, shall have access to the installations on the basis of a standard identification card issued by appropriate ARs upon request of appropriate ASs.</p> <p>Such identification cards shall be valid for all installations covered by this Agreement. Personnel awaiting receipt of a standard identification card and temporary duty personnel shall have access on the basis of official orders and U.S. identification. Authorized DPs and official visitors shall have access on the basis of official U.S. or Turkish identification. Detailed implementing arrangements for admittance to the installations will be contained in a directive for procedures regarding admittance to the installations.</p> <p>(5) The U.S. flag may be flown at the headquarters of the USF at the installation.</p>
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(c ) Special permit and licenses in connection with use of facilities and areas (or installations)		(6) The Installation Commander may issue directives applicable to the installation as a whole consistent with the provisions of this Art.	
		<b>DECA SA 3 Art. XI</b> The installations specified in Art. I, Para. 1 above are subject to inspection by the appropriate ARs. The inspections in question shall be on the basis of mutually satisfactory administrative arrangements between the competent authorities of the Parties.	
		<b>DECA SA 3 Art. IV</b> The purpose, mission, location, installation plan, authorized quantities of arms and ammunition, authorized major items of equipment and authorized personnel strengths of the USF and CC shall be detailed by mutual agreement. Increases in such authorized quantities and strengths shall be subject to prior approval of the appropriate ARs.  The appropriate ASs shall provide to the appropriate ARs a quarterly report of assigned personnel strengths including Turkish civilian personnel, as well as organization charts for U.S. units at each installation. The Parties acknowledge that the number of personnel assigned may at times temporarily exceed authorized levels because of the personnel assignment processes.	
	(d) Construction	<b>DECA SA 3 Art. VII</b> (4) Construction of new buildings and other property incorporated into the soil at the installations and demolition, removal, alteration and modernization which change the basic structure of existing buildings shall be subject to prior approval by the appropriate ARs.	
	(e) Transfer of fixtures	<i>See DECA SA 3 Art. IV above.</i>	
<b>15 Return (or release) of the facilities and areas (or accommodation and land)</b>			



(a) Return of facilities and areas	<b>No specific provisions in NATO SOFA</b>	<b>DECA SA Art. XIII para. (2)</b> In the event of termination of this Agreement, the USG shall complete the process of its withdrawal and liquidation within one year after the effective date of termination. This Agreement shall be considered to remain in force for the purpose of such withdrawal and liquidation.	
(b) Residual Value		<b>DECA SA 3 Art. VII (Second sentence)</b> Upon final termination of the use by the USG of any such non-removable property, the right of such use will be transferred to the GROT which will compensate the USG for the residual value, if any, of the property as determined by mutual agreement, taking into account past practices. Such property shall include those basic utility systems and other fixtures which have been permanently installed in or affixed to the property.	
<b>16 Maneuvers and Training</b>			
	<b>No Provisions in NATO SOFA.</b>	<b>DECA SA 3 Art. IX</b> (1) The deployment into or from Turkey and operations of rotational squadron aircraft of the U.S. authorized to be stationed at Incirlik installation in support of NATO defense plans, their related support units, and aircraft which support activities authorized by Art. I, Para.s 1 and 2, of this Agreement, shall be carried out in accordance with implementing agreements. These agreements shall also include:  A. Procedures for the joint use of Incirlik installation and for the provision of air traffic control services; and  B. Procedures for training of rotational squadron aircraft at Incirlik.  (2) Procedures for additional training in support of NATO defense plans will be established. Implementation of this training will be accomplished through separate protocols.	

		<p>(3) Aircraft operating in support of these activities shall have access to designated military and civilian airfields serving such activities. Supply vessels operating in connection with these activities shall have access to Turkish seaports to be authorized by the GROT.</p> <p>(4) Provisions, consistent with this Agreement, will be established to facilitate movement of U.S. aircraft between installations and to and from Turkey.</p>	
<b>17 Overall cost sharing</b>			
	No further specification in addition to Art IX: para. (3)	<p><b>DECA SA 3 Art. VIII</b></p> <p>(1) The costs of operations and maintenance of the installations, except for the premises exclusively utilized for Turkish operations or by Turkish personnel, and the costs of mutually agreed construction, modernization, alterations and repairs at the installations shall be met by the USG.</p> <p>(2) Each party shall pay its own personnel costs.</p> <p>(3) The costs of extension of local utilities requested by the U.S. and provided by the GROT to the perimeter of the installations shall be met by the USG.</p>	
<b>18 Tax and customs exemption</b>			
(a) Tax	<p><b>Art. X: [Taxes]</b></p> <p>(para. 1) Where the legal incidence of any form of taxation in the receiving State depends upon residence or domicile, periods during which a member of a force or civilian component is in the territory of that State by reason solely of his being a member of such force or civilian component shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation. Members of a force or civilian component shall be exempt from taxation in the receiving State on the salary and emoluments paid to them as such members by the sending State or on any tangible movable property the presence of which in the receiving State is due solely to their temporary presence there.</p>	<p><b>Agreement para. (6)</b></p> <p>It is understood that sales of personal and household effects and automobiles, taking place between individuals entitled to customs-free entry, are not subject to Turkish taxes.</p>	

(para. 2) Nothing in this Article shall prevent taxation of a member of a force or civilian component with respect to any profitable enterprise, other than his employment as such member, in which he may engage in the receiving State, and, except as regards his salary and emoluments and the tangible movable property referred to in paragraph 1, nothing in this Article shall prevent taxation to which, even if regarded as having his residence or domicile outside the territory of the receiving State, such a member is liable under the law of that State.

(para. 3) Nothing in this Article shall apply to 'duty' as defined in paragraph 12 of Article XI.

(para. 4) For the purposes of this Article the term 'member of a force' shall not include any person who is a national of the receiving State.

**Art. IX: [Goods and Services]**

(para. 8) Neither a force, nor a CC, nor the members thereof, nor their DPs, shall by reason of this Art. enjoy any exemption from taxes or duties relating to purchases and services chargeable under the fiscal regulations of the receiving State.

(b) Customs **Art. XI: [Customs]**

(para. 1) 1. Save as provided expressly to the contrary in this Agreement, members of a force and of a civilian component as well as their dependents shall be subject to the laws and regulations administered by the customs authorities of the receiving State. In particular the customs authorities of the receiving State shall have the right, under the general conditions laid down by the laws and regulations of the receiving State, to search members of a force or civilian component and their dependents and to examine their luggage and vehicles, and to seize articles pursuant to such laws and regulations.

(para. 2) a. The temporary importation and the re-exportation of service vehicles of a force or civilian component under their own power shall be authorized free of duty on presentation of a triptyque in the form shown in the Appendix to this Agreement.

<p>(para. 2) b. The temporary importation of such vehicles not under their own power shall be governed by paragraph 4 of this Article and the re-exportation thereof by paragraph 8. (para. 2) c. Service vehicles of a force or civilian component shall be exempt from any tax payable in respect of the use of vehicles on the roads.</p> <p>(para. 3) Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with paragraph 2 b. of Article III. This movement order shall show the number of despatches carried and certify that they contain only official documents.</p> <p>(para. 4) A force may import free of duty the equipment for the force and reasonable quantities of provisions, supplies and other goods for the exclusive use of the force and, in cases where such use is permitted by the receiving State, its civilian component and dependents. This duty-free importation shall be subject to the deposit, at the customs office for the place of entry, together with such customs documents as shall be agreed, of a certificate in a form agreed between the receiving State and the sending State signed by a person authorized by the sending State for that purpose. The designation of the person authorised to sign the certificates as well as specimens of the signatures and stamps to be used, shall be sent to the customs administration of the receiving State.</p>		
<p>(para. 5) A member of a force or civilian component may, at the time of his first arrival to take up service in the receiving State or at the time of the first arrival of any dependent to join him, import his personal effects and furniture free of duty for the term of such service.</p>	<p><b>Agreement para. (5)</b> In the implementation of Art. XI of the aforesaid NATO SOFA, with respect to the duty-free entry of personal and household effects, it is understood that the free importation of such effects will be permitted from two months prior to six months after the arrival of the individual concerned or of any of his DPs.</p>	
<p>(para. 6) Members of a force or civilian component may import temporarily free of duty their private motor vehicles for the personal use of themselves and their dependents. There is no obligation under this Article to grant exemption from taxes payable in respect of the use of roads by private vehicles.</p>		

(para. 7) Imports made by the authorities of a force other than for the exclusive use of that force and its civilian component, and imports, other than those dealt with in paragraphs 5 and 6 of this Article, effected by members of a force or civilian component are not, by reason of this Article, entitled to any exemption from duty or other conditions.

(para. 8) Goods which have been imported duty-free under paragraphs 2 b., 4, 5 or 6 above:

a.) May be re-exported freely, provided that, in the case of goods imported under paragraph 4, a certificate, issued in accordance with that paragraph, is presented to the customs office: the customs authorities, however, may verify that goods re-exported are as described in the certificate, if any, and have in fact been imported under the conditions of paragraphs 2 b., 4, 5 or 6 as the case may be;

b.) shall not normally be disposed of in the receiving State by way of either sale or gift: however, in particular cases such disposal may be authorized on conditions imposed by the authorities concerned of the receiving State (for instance, on payment of duty and tax and compliance with the requirements of the controls of trade and exchange).

(para. 9) Goods purchased in the receiving State shall be exported therefrom only in accordance with the regulations in force in the receiving State.

(para. 10) Special arrangements for crossing frontiers shall be granted by the customs authorities to regularly constituted units or formations, provided that the customs authorities concerned have been duly notified in advance.

(para. 11) Special arrangements shall be made by the receiving State so that fuel, oil and lubricants for use in service vehicles, aircraft and vessels of a force or civilian component, may be delivered free of all duties and taxes.

(para. 12) In paragraphs 1-10 of this Article:

'duty' means customs duties and all other duties and taxes payable on importation or exportation, as the case may be, except dues and taxes which are no more than charges for services rendered;

'importation' includes withdrawal from customs warehouses or continuous customs custody, provided that the goods concerned have not been grown, produced or manufactured in the receiving State.

(para. 13) The provisions of this Article shall apply to the goods concerned not only when they are imported into or exported from the receiving State but also when they are in transit through the territory of a Contracting Party, and for this purpose the expression 'receiving State' in this Article shall be regarded as including any Contracting Party through whose territory the goods are passing in transit.

**Art. XII: [Conditions for customs or fiscal exemptions]**

(para. 1) The customs or fiscal authorities of the receiving State may, as a condition of the grant of any customs or fiscal exemption or concession provided for in this Agreement, require such conditions to be observed as they may deem necessary to prevent abuse.

(para.2) These authorities may refuse any exemption provided for by this Agreement in respect of the importation into the receiving State of articles grown, produced or manufactured in that State which have been exported therefrom without payment of, or upon repayment of, taxes or duties which would have been chargeable but for such exportation. Goods removed from a customs warehouse shall be deemed to be imported if they were regarded as having been exported by reason of being deposited in the warehouse.

**Art. XIII [Assistance of customs and fiscal authorities]**

(para. 1) In order to prevent offences against customs and fiscal laws regulations, the authorities of the receiving and of the sending States shall assist each other in the conduct of enquiries and the collection of evidence.

	<p>(para. 2) The authorities of a force shall render all assistance within their power to ensure that articles liable to seizure by, or on behalf of, the customs or fiscal authorities of the receiving State are handed to those authorities.</p> <p>(para. 3) The authorities of a force shall render all assistance within their power to ensure the payment of duties, taxes and penalties payable by members of the force or civilian component or their dependents.</p> <p>(para. 4) Service vehicles and articles belonging to a force or to its civilian component, and not to a member of such force or civilian component, seized by the authorities of the receiving State in connection with an offence against its customs or fiscal laws or regulations shall be handed over to the appropriate authorities of the force concerned.</p>		
<b>19 Foreign exchange controls</b>			
(a) Foreign exchange controls	<p><b>Art. XIV: [Foreign exchange regulations]</b></p> <p>(para. 1) A force, a civilian component and the members thereof, as well as their dependents, shall remain subject to the foreign exchange regulations of the sending State and shall also be subject to the regulations of the receiving State.</p> <p>(para. 2) b. The foreign exchange authorities of the sending and the receiving States may issue special regulations applicable to a force or civilian component or the members thereof as well as to their dependents.</p>		
(b) Military payment certificates or military scrip			
<b>20 The applicability of SOFA to wartime condition</b>			

	<p><b>Art. XV: [Application in the event of hostilities]</b></p> <p>(para. 1) Subject to paragraph 2 of this Article, this Agreement shall remain in force in the event of hostilities to which the North Atlantic Treaty applies, except that the provisions for settling claims in paragraphs 2 and 5 of Article VIII shall not apply to war damage, and that the provisions of the Agreement, and, in particular of Articles III and VII, shall immediately be reviewed by the Contracting Parties concerned, who may agree to such modifications as they may consider desirable regarding the application of the Agreement between them.</p> <p>(para. 2) In the event of such hostilities, each of the Contracting Parties shall have the right, by giving 60 days' notice to the other Contracting Parties, to suspend the application of any of the provisions of this Agreement so far as it is concerned. If this right is exercised, the Contracting Parties shall immediately consult with a view to agreeing on suitable provisions to replace the provisions suspended.</p>	<p><b>DECA SA 3 Art. XII</b></p> <p>Nothing in this agreement shall be in derogation of the inherent right of the GROT under international law to take all appropriate restrictive measures required to safeguard its national existence in case of emergency situations.</p>	
<b>21 Settlement of disputes and features of administrative body for SOFA implementation</b>			
	<p><b>Art. XVI: [Settlement of disputes]</b></p> <p>All differences between the Contracting Parties relating to the interpretation or application of this Agreement shall be settled by negotiation between them without recourse to any outside jurisdiction. Except where express provision is made to the contrary in this Agreement, differences which cannot be settled by direct negotiation shall be referred to the North Atlantic Council.</p>	<p><b>DECA Art. VII</b></p> <p>(2) Should disagreement arise from the interpretation or implementation of this Agreement or of the SA, the Parties shall begin consultations immediately in order to resolve the matter.</p>	
<b>22 Revision of the agreement</b>			
	<p><b>Art. XVII: [Review]</b></p> <p>Any Contracting Party may at any time request the revision of any Article of this Agreement. The request shall be addressed to the North Atlantic Council.</p>	<p><b>DECA Art. VII</b></p> <p>(3) Either Party may propose, should it find necessary, in writing the amendment or revision of this Agreement or any of the SA. In this case, consultations shall begin immediately. If no result is reached in three months, either Party may terminate the Agreement or the SA in question upon notice in writing of 30 days.</p>	
<b>23 Ratification and Accession</b>			



	<p><b>Art. XVIII: [Entry into force, accession]</b></p> <p>(para. 1) The present Agreement shall be ratified and the instruments of ratification shall be deposited as soon as possible with the Government of the United States of America, which shall notify each signatory State of the date of deposit thereof.</p> <p>(para. 2) Thirty days after four signatory States have deposited their instruments of ratification the present Agreement shall come into force between them. It shall come into force for each other signatory State thirty days after the deposit of its instrument of ratification.</p> <p>(para. 3) After it has come into force, the present Agreement shall, subject to the approval of the North Atlantic Council and to such conditions as it may decide, be open to accession on behalf of any State which accedes to the North Atlantic Treaty. Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America, which shall notify each signatory and acceding State of the date of deposit thereof. In respect of any State on behalf of which an instrument of accession is deposited, the present Agreement shall come into force thirty days after the date of the deposit of such instrument.</p>	<p><b>DECA Art. VIII</b></p> <p>This Agreement and the SA annexed to it shall come into effect on the date of exchange of notes in accordance with respective legal procedures.</p>	
<b>24 Termination or denunciation</b>			
	<p><b>Art. XIX: [Termination]</b></p> <p>(para. 1) The present Agreement may be denounced by any Contracting Party after the expiration of a period of four years from the date on which the Agreement comes into force.</p> <p>(para. 2) The denunciation of the Agreement by any Contracting Party shall be effected by a written notification addressed by that Contracting Party to the Government of the United States of America which shall notify all the other Contracting Parties of each such notification and the date of receipt thereof.</p>	<p><b>DECA Art. VII</b></p> <p>(1) This Agreement and the SA annexed to it shall be valid for a period of 5 years. Unless one of the Parties notifies the other Party of the termination of this Agreement three months in advance of the end of this initial 5-year period, it will continue to be in effect from year to year until terminated by agreement of the Parties or by either Party upon 3 months notice prior to the end of each subsequent year.</p> <p>(4) In the event that one of the Parties concludes that the other Party is not complying or is unable to comply with the provisions of this Agreement or its SA, it may propose, in writing, consultations, which will begin immediately. If no result is reached within 30 days, either Party may terminate upon notice in writing of 30 days this Agreement or any of the SA without prejudicing the validity of this Agreement.</p>	

		<p><b>1987 Supplementing and Extending Agreement amended Art. VII as follows:</b></p> <p>This Agreement and the Supplementary Agreements annexed to it shall be valid for a period of 5 years starting December 18, 1985. Unless one of the Parties notifies the other Party of the termination of this Agreement three months in advance of the end of this 5- year period, it will continue to be in effect from year to year until terminated by agreement of the Parties or by either Party upon 3 months notice prior to the end of each subsequent year.</p>	
	<p>(para. 3) The denunciation shall take effect one year after the receipt of the notification by the Government of the United States of America. After the expiration of this period of one year, the Agreement shall cease to be in force as regards the Contracting Party which denounces it, but shall continue in force for the remaining Contracting Parties.</p>	<p><b>DECA SA 3 Art. XIII</b></p> <p>(1) This SA shall be valid for a period of five years from the date of its entry into force. Unless one of the Parties notifies the other Party of the termination of this Agreement three months in advance of the end of this initial five-year period, it will continue to be in effect from year to year until terminated by agreement of the Parties or by either Party upon 3 months' notice prior to the end of each subsequent year.</p> <p>(2) In the event of termination of this Agreement, the USG shall complete the process of its withdrawal and liquidation within one year after the effective date of termination. This Agreement shall be considered to remain in force for the purpose of such withdrawal and liquidation.</p>	
<b>25 Territorial applicability (including colonial territories)</b>			
	<p><b>Art. XX: [Metropolitan territory clause]</b></p> <p>(para. 1) Subject to the provisions of paragraphs 2 and 3 of this Article, the present Agreement shall apply only to the metropolitan territory of a Contracting Party.</p>	<p><b>DECA Art. V para. (4)</b></p> <p>The extent of the defense cooperation envisaged in this Agreement shall be limited to obligations arising out of the North Atlantic Treaty.</p>	

	<p>(para. 2) Any State may, however, at the time of the deposit of its instrument of ratification or accession or at any time thereafter, declare by notification given to the Government of the United States of America that the present Agreement shall extend (subject, if the State making the declaration considers it to be necessary, to the conclusion of a special agreement between that State and each of the sending States concerned), to all or any of the territories for whose international relations it is responsible in the North Atlantic Treaty area. The present Agreement shall then extend to the territory or territories named therein thirty days after the receipt by the Government of the United States of America of the notification, or thirty days after the conclusion of the special agreements if required, or when it has come into force under Article XVIII, whichever is the later.</p> <p>(para. 3) A State which has made a declaration under paragraph 2 of this Article extending the present Agreement to any territory for whose international relations it is responsible may denounce the Agreement separately in respect of that territory in accordance with the provisions of Article XIX.</p>		
<b>26 Authentic language</b>	English and French	English and Turkish	

## Appendix B-12 The U.K. SOFA

### [Main agreements of SOFA]

#### NATO SOFA

##### Domestic Law

**Visiting Forces Act, 1952:** An Act to make provision with respect to naval, military and air forces of certain other countries visiting the United Kingdom, and to provide for the apprehension and disposal of deserters or absentees without leave in the United Kingdom from the forces of such countries; to enable corresponding provision to be made in the law of colonies and dependencies; and for purposes connected with the matters aforesaid. [30th October 1952]

##### **Part I: Visiting Forces**

##### **Part II: Deserters and Absentees Without Leave (Contents omitted)**

##### **Part III: Supplementary Provisions**

**There are hereby repealed -**

**(a) sections one to three of the Visiting Forces (British Commonwealth) Act, 1933, and subsection (1) of section five of that Act; and**

**(b) the Allied Forces Act, 1940, and the United States of America (Visiting Forces) Act, 1942. (Part III, Section 18)**

##### **AMENDMENT:**

It has been amended several times since 1952. However, the amendments have been mainly due to the change of government apparatus, changed name of states, new eligible states, and the emergence of new type of crimes such as high jacking or sea jacking. Fundamental principles and structure of the ACT has never changed since it was originally promulgated. The original text, therefore, is used in this comparative chart.

##### **Other Related Agreements**

**The Anglo-American Mutual Defence Assistance Agreement** (Signed and entered into force January 27, 1950)

(Abbreviated as Mutual Defence Assistance Agreement, 1950) 1 UST 126; TIAS 2017; 80 UNTS 261

##### **Churchill-Truman Communiqué of 1952**

**Air Base Cost Sharing Arrangement, 1953** (Officially confidential but the content was leaked)

**A Memorandum of Agreement (MOA) between the United States Force (USF) in Great Britain, the Ministry of Defence and the Health and Safety Executive concerning the Health and Safety at Work Etc Act (HSWA) 1974**

(Abbreviated as MOA for Health and Safety, 1974)

**General Agreement between the Ministry of Defence and the Health and Safety Executive, 2008**

(Abbreviated as GA for Health and Safety, 2008)

**Memorandum of Arrangement between the United Kingdom Ministry of Defence represented by the Ministry of Defence Police and Guarding Agency and the United States Air Forces in Europe represented by the Headquarters Third Air Force concerning the Provision of Security and Policing Services by the MDPGA to the United States Force in the United Kingdom, signed may 2008**  
(Abbreviated as MOA for Base Policing, 2008)

**Memorandum of Understanding between the Ministry of Defence and the Environmental Agency, 2012**  
(Abbreviated as MOU for Environment, 2012)

**[Abbreviation]**

*See Abbreviations at the front page of this dissertation.*  
*<Specific Terms in the UK SOFA>*

EA: Environmental Agency	MOD: (UK) Ministry of Defence
HSE: Health and Safety Executive	RAF: (UK) Royal Air Force
HSWA: Health and Safety at Work Etc Act, 1974	Sec. or sec.: Section or section
GB: Great Britain	UK: United Kingdom
MDPGA: Ministry of Defence police and Guarding Agency	VFA: Visiting Forces Act, 1952

**[Definition of terms]**

<b>NATO SOFA</b>	<b>Visiting Forces Act, 1952 and other agreements</b>
<p><b>NATO SOFA Art. I: [Definitions]</b></p> <p>a. 'force' means the personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in the North Atlantic Treaty area in connexion with their official duties, provided that the two Contracting Parties concerned may agree that certain individuals, units or formations shall not be regarded as constituting or included in a 'force' for the purpose of the present Agreement</p>	<p><b>Part I, Sec. 12, sub-Sec. (1)</b></p> <p>"visiting force " means, for the purposes of any provision in this Part of this Act, any body, contingent or detachment of the forces of a country to which that provision applies, being a body, contingent or detachment for the time being present in the UK on the invitation of Her Majesty's Government in the UK. "member" in relation to a visiting force, means a member of the forces of the sending country, being one of the members thereof for the time being appointed to serve with that visiting force;</p>
<p>b. 'civilian component' means the civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located.</p>	<p><b>Part I, Sec. 10 [Definition of membership of civilian component of visiting force]</b></p> <p>(1) In this Part of this Act references to a member of a civilian component of a visiting force are references to a person for the time being fulfilling the following conditions, that is to say—</p>

	<p>(a) that he holds a passport issued in respect of him by a Government, not being a passport issued by the passport authorities of the UK or any colony;</p> <p>(b) that the passport contains an uncanceled entry made by or on behalf of the appropriate AS stating that he is a MCC of a visiting force of that country; and</p> <p>(c) that the passport contains a note of recognition of that entry by or on behalf of the Secretary of State which has not been cancelled and as respects which no notification in writing has been given by or on behalf of the Secretary of State to the appropriate AS stating that the recognition is withdrawn.</p> <p>Sec. 10, sub-sec. (2) &gt;&gt;&gt; Details of a note and approval of recognition of passport entry.</p>
c. 'dependent' means the spouse of a member of a force or a civilian component, or a child of such member depending on him or her for support;	<p>Part I, Sec. 12, Sub-sec. (4)</p> <p>In this section the expression "dependant" in relation to a person, means any of the following, that is to say -</p> <p>(a) the wife or husband of that person; and</p> <p>(b) any other person wholly or mainly maintained by him or in his custody, charge or care.</p>
d. 'sending State' means the Contracting Party to which the force belongs	<p>Part I, Sec. 12, sub-Sec. (1) "the sending country" in relation to a visiting force, means the country to whose forces the visiting force belongs;</p>
e. 'receiving State' means the Contracting Party in the territory of which the force or civilian component is located, whether it be stationed there or passing in transit	
f. 'military authorities of the sending State' means those authorities of a sending State who are empowered by its law to enforce the military law of that State with respect to members of its forces or civilian components	
g. 'North Atlantic Council' means the Council established by Article 9 of the North Atlantic Treaty or any of its subsidiary bodies authorised to act on its behalf.	
	<p>Part I, Sec. 12, sub-Sec. (1) "court" includes a service court;</p>

	Part I, Sec. 12, sub-Sec. (1) "the home forces " means any of the forces of Her Majesty raised in the UK and for the time being serving in the UK;
	Part I, Sec. 12, sub-Sec. (1) "service authorities" means naval, military or air force authorities;
	Part I, Sec. 12, sub-Sec. (1) "service court" means a court established under service law and includes any authority of a country who under the law thereof is empowered to review the proceedings of such a court or to try or investigate charges brought against persons subject to the service law of that country; and references to trial by, or to sentences passed by, service courts of a country shall be construed respectively as including references to trial by, and to punishment imposed by, such an authority in the exercise of such powers;
	Part I, Sec. 12, sub-Sec. (1) "service law", in relation to a country, means the law governing all or any of the forces of that country;

Items to be compared	NATO SOFA	Visiting Forces Act, 1952 and other agreements	
<b>1 Existence of security alliance</b>			Y
<b>2 Structure of alliance</b>	Multi-lateral and bilateral mutual defence agreement		M
<b>3 Respect for the law of the receiving state</b>			
	<b>Art. II: [Law of the receiving state]</b> It is the duty of a force and its civilian component and the members thereof as well as their dependents to respect the law of the receiving State, and to abstain from any activity inconsistent with the spirit of the present Agreement, and, in particular, from any political activity in the receiving State. It is also the duty of the sending State to take necessary of measures to that end.		
<b>4 Entry and departure of foreign military personnel with relaxation of the customary immigration procedures</b>			

(a) Identification	<p><b>Art. III: [Entry and Departure]</b>          &lt;summary of para. 1, 2, 3, and 5&gt;          (para.1) On the conditions specified in paragraph 2 of this Article and subject to compliance with the formalities established by the receiving State relating to entry and departure of a force or the members thereof, such members shall be exempt from passport and visa regulations and immigration inspection on entering or leaving the territory of a receiving State. They shall also be exempt from the regulations of the receiving State on the registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in the territories of the receiving State.</p> <p>(para. 2) [Required documents]: (sub-para.a) Personal identity card, or (sub-para. b) individual or collective movement order.          (para. 3) Members of civilian component and dependents shall be so described in their passports.</p>	<p><b>Part I, Sec. 10 [Definition of membership of civilian component of visiting force]</b>          sub-Sec. (3) For the purposes of this section the following provisions shall have effect in any proceedings in any UK court, that is to say—          (a) document purporting to be a passport issued by or on behalf of a Government and to be so issued in respect of a person bearing the name in which a person is referred to in the proceedings (whether as a party thereto or otherwise) shall, unless the contrary is proved, be deemed to have been issued by that Government and to relate to the person so referred to;</p> <p>(b) an entry in a passport containing such a statement as is mentioned in para. (b) of sub-sec. (1) of this sec. and purporting to be made by or on behalf of the appropriate AS shall, unless contrary is proved, be deemed to have been so made; and</p> <p>(c ) a mark or indication in a passport purporting to be made by or on behalf of the Secretary of State shall, unless the contrary is proved, be deemed to have been so made.</p> <p>sub-sec. (4) In this section the expression "passport" includes any document which, in accordance with the UK law for the time being in force, would be treated as the equivalent of a passport in the case of a person entering the UK, being a national of the country by whose Government the document is issued.</p> <p><b>Part I, sec. 11 [Evidence for purposes of Part I]</b>          sub-Sec. (1) For the purposes of this Part of this Act a certificate issued by or on behalf of the appropriate authority of a country, stating that at a time specified in the certificate a person specified either was or was not a member of a visiting force of that country, shall in any proceedings in any UK court be sufficient evidence of the fact so stated unless the contrary is proved.</p> <p>sub-Sec. (2) For the purposes of this Part of this Act a certificate issued by or on behalf of the appropriate AS, stating, as respects a person specified in the certificate, -</p>
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		<p>(a) that on a date so specified he was sentenced by a service court of that country to such punishment as is specified in the certificate, or</p> <p>(b) that he is, or was at a time so specified, detained in custody in pursuance of a sentence passed upon him by a service court of that country or pending or during the trial by such a court of a charge brought against him, or</p> <p>(c) that he has been tried, at a time and place specified in the certificate, by a service court of that country for a crime so specified, shall in any proceedings in any UK court be conclusive evidence of the facts so stated.</p> <p>sub-Sec. (3) For the purposes of sub-Sec. (2) of Sec. three of this Act a certificate issued by or on behalf of the appropriate AS, stating in connection with any charge against a person of an offence against UK law, being a charge specified in the certificate, that his case can be dealt with under the law of that country, shall in any such proceedings as aforesaid be conclusive evidence of the fact so stated.</p>	
(b) Frontier crossings	(Para 2) The following documents only will be required on demand. (sub-para. a) Personal identity card issued by the sending state. (sub-para. b) Individual or collective movement order in the language of the sending state and in English and French. The receiving State may require a movement order to be countersigned by its appropriate representative.		
(c) Registration and Aliens Control	(Para.1) They shall also be exempt from the regulation on the registration and aliens control.		
(d) Residence and Settlement	(para.1) They shall not be considered as acquiring any right to permanent residence or domicile in the receiving state.	Part I, Sec. 12, sub-Sec. (3) In determining for the purposes of any provision in this Part of this Act whether a person is, or was at any time, ordinarily resident in the UK, no account shall be taken of any period during which he has been or intends to be present in the UK while being a MF, or MCC, or while being a DP.	

(e) Expulsions and Removal	<p>(para. 4) The sending state shall inform the receiving state such particulars if member of a force or of a civilian component leaves the employ and is not repatriated and any member absented himself for more than twenty-one days.</p> <p>(para. 5) If the receiving State has requested the removal of a member of a force or civilian component or has made an expulsion order against an ex-member of a force or of a civilian component or against a dependent of a member or ex-member, the sending State shall be responsible for receiving the person concerned within their own territory or otherwise disposing of him outside the receiving State. Applicable only to persons who are not nationals of the receiving State and have entered the receiving State as members of a force or civilian component or for the purpose of becoming such members, and to the dependents of such persons.</p>		
<b>5 Vehicles and Driving Licenses or Permit</b>			
(a) Driving Permit (DRP)	<p><b>Art IV: [Driving Permit]</b> The receiving State shall either</p> <p>a.) accept as valid, without a driving test or fee, the driving permit or license or military driving permit issued by the sending State or a sub-division thereof to a member of a force or of a civilian component; or</p> <p>b.) issue its own driving permit or license to any member of a force or civilian component who holds a driving permit or license or military driving permit issued by the sending State or a sub-division thereof, provided that no driving test shall be required.</p>	Domestic law necessitates a test to issue driving license.	
(b) Registration and Licensing of Vehicles, Vessels, and Aircraft	<p><b>Art. V: [Uniform, Service Vehicles]</b> (para. 2) Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark. NO other specific provisions.</p>		
(c) Third Party Liability Insurance of Private Motor Vehicles, Trailers and Aircraft	<b>No Provisions in NATO SOFA</b>	Domestic law necessitates compulsory insurance.	
<b>6 Carrying Arms (and Uniform)</b>			

	<p><b>Art. VI: [Arms]</b></p> <p>Members of a force may possess and carry arms, on condition that they are authorized to do so by their orders. The authorities of the sending State shall give sympathetic consideration to requests from the receiving State concerning this matter.</p>		
<b>7 Police power (Military Police of the sending state and the Police of the receiving state) and the protection of the bases and information</b>			
(a) Within the bases	<p><b>Art. VII para 10 (a)</b> Regularly constituted military units or formations of a force shall have the right to police any camps, establishments or other premises which they occupy as the result of an agreement with the receiving State. The military police of the force may take all appropriate measures to ensure the maintenance of order and security on such premises.</p>	<p>MOA for Base Policing, 2008: I-(4): The NATO SOFA, Art. VII, para. 10 gives the US Force the right to police UK bases which the US Force occupies and take all appropriate measures to enhance security on such premises.</p> <p>MOA for Base Policing, 2008 IV-(1) 1. Security OPCON (Operational Control): Under the NATO SOFA, Art. VII, the Base Commander has responsibility for the security of the base under their command. This authority includes having security OPCON over the MDPGA complement in accomplishing internal base security tasks. Security OPCON does not include command of MDP (Ministry of Defence Police) officers in exercising their constabulary powers, nor is it intended to limit MDP powers and responsibilities established under UK law.</p>	
(b) Outside of the bases	<p><b>Art. VII para 10 (b)</b> ) Outside these premises, such military police shall be employed only subject to arrangements with the authorities of the receiving State and in liaison with those authorities, and in so far as such employment is necessary to maintain discipline and order among the members of the force.</p>	<p>MOA for Base Policing, 2008 I-(4): Operations outside the bases are subject to arrangements with UK authorities. The Participants have determined that appropriate security measures will involve security aspects both inside and outside the confines of bases, facilities, and/or installations.</p>	
(c) Protection of the bases and information	<p><b>Art. VII</b> (para. 11) Each Contracting Party shall seek such legislation as it deems necessary to ensure the adequate security and protection within its territory of installations, equipment, property, records and official information of other Contracting Parties, and the punishment of persons who may contravene laws enacted for that purpose.</p>	<p>MOA for Base Policing, 2008 V-(1)-b: It is therefore the responsibility of the Host Nation (HN) to provide and fund the appropriate level of external security to RAF bases made available to the US Force in the same way as support would be provided to any MOD establishment with a similar role.</p>	
<b>8 Jurisdiction (1) The definition of persons covered by SOFA - Who is to be protected under SOFA? -</b>			

<p><b>Art. I: [Definition]</b> (summary)</p> <p><b>Force:</b> The personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in connection with their official duties. (certain individuals, units or formations shall not be regarded as constituting or included in a 'force')</p>	<p><b>Part I, Sec. 2 [Exercise of powers by service courts and authorities of countries sending visiting forces]</b></p> <p>(2) The persons subject to the jurisdiction of the service courts and service authorities of a country in accordance with this section are the following, that is-to say—</p>	
<p><b>Civilian Component:</b> The civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located.</p> <p><b>Dependent:</b> The spouse of a member of a force or of a civilian component, or a child of such member depending on him or her for support.</p>	<p>(a) members of any visiting force of that country; and</p> <p>(b) other persons who, being neither citizens of the UK and Colonies, nor ordinarily resident in the UK, are for the time being subject to the service law of that country otherwise than members of that country's forces;                      Provided that for the purposes of this sub-sec. a person shall not be treated as a MF of a country if he became (or last became) a MF of that country at a time when he was in the UK unless it is shown that he then became a MF with his consent.</p>	
	<p><b>Part III [Supplementary Provisions] Sec. 17 [Interpretation]</b></p> <p>sub-Sec. (2) For the purposes of this Act a MF of any country which (by whatever name called) is in the nature of a reserve or auxiliary force shall be deemed to be a member of that country's forces so long as, but only so long as, he is called into actual service (by whatever expression described) or is called out for training; and any reference in this Act to a person's becoming a member of a country's forces shall be construed accordingly.</p> <p>sub-Sec. (4) References in this Act to the presence of any forces in the UK at any time shall be construed as including references to their being at that time in transit to the UK.</p>	
	<p><b>Part I, Sec. 12, sub-Sec. (2)</b> References in this Part of this Act to a person's having at any time a relevant association with a visiting force are references to his being at that time a person of one or other of the following descriptions, that is to say -</p>	

		<p>(a) member of that visiting force or a member of a civilian component of that force ;</p> <p>(b) a person, not being a citizen of the UK and Colonies or ordinarily resident in the UK, but being a dependant of a member of that visiting force or of a civilian component of that force.</p>	
		<p><b>Part I, Sec. 1 [Countries to which Act applies]</b></p> <p>(1) eferences in this Act to a country to which a provision of this Act applies are references to—</p> <p>(a) anada, Australia, New Zealand, the Union of South Africa, India, Pakistan or Ceylon, or (b) any country designated for the purposes of that provision by Order in Council under the next following subsection.</p> <p>Summary of sub-sec.(2)</p> <p>.....having regard to any arrangements for common defence to which Her Majesty's Government in the UK and the Government of that country are for the time being parties it is expedient that the following provisions of this Act, or any of those provisions, should have effect in relation to that country, Her Majesty may by Order in Council designate that country for the purposes of the provisions in question.</p> <p>Sub-sec. (3) Her Majesty may by Order in Council provide that in so far as this Act has effect in relation to any country designated under the last foregoing subsection, it shall have effect subject to such limitations, adaptations or modifications as may be specified in the Order.</p> <p>Sub-sec. (4) Omitted.</p>	
9	Jurisdiction (2) Jurisdiction al Decision		

(a) Exclusive jurisdiction	<p><b>Art. VII: [Jurisdiction, Military Police]</b></p> <p>(para. 1) Subject to the provisions of this Article,</p> <p>a. the military authorities of the sending State shall have the right to exercise within the receiving State all criminal and disciplinary jurisdiction conferred on them by the law of the sending State over all persons subject to the military law of that State;</p> <p>b. the authorities of the receiving State shall have jurisdiction over the members of a force or civilian component and their dependents with respect to offences committed within the territory of the receiving State and punishable by the law of that State.</p> <p>(para. 2) a. The military authorities of the sending State shall have the right to exercise exclusive jurisdiction over persons subject to the military law of that State with respect to offences, including offences relating to its security, punishable by the law of the sending State, but not by the law of the receiving State.</p> <p>b. The authorities of the receiving State shall have the right to exercise exclusive jurisdiction over members of a force or civilian component and their dependents with respect to offences, including offences relating to the security of that State, punishable by its law but not by the law of the sending state.</p> <p>c. (Specification of a security offence)</p>	<p><b>Part I, Sec. 2 [Exercise of powers by service courts and authorities of countries sending visiting forces]</b></p> <p>(1) The service courts and service authorities of a country to which this section applies may within the UK, or on board any of Her Majesty's ships or aircraft, exercise over persons subject to their jurisdiction in accordance with this section all such powers as are exercisable by them according to the law of that country.</p> <p>(3) Where any sentence has, whether within or outside the UK, been passed by a service court of a country to which this section applies upon a person who immediately before the sentence was passed was subject to the jurisdiction of that court in accordance with this section, then for the purposes of any proceedings in a UK court the said service court shall be deemed to have been properly constituted, and the sentence shall be deemed to be within the jurisdiction of that court and in accordance with the law of that country, and if executed according to the tenor of the sentence shall be deemed to have been lawfully executed.</p> <p>(5) Any person who—</p> <p>(a) s detained in custody in pursuance of a sentence as respects which sub-Sec. (3) of this section has effect, or (b) being subject in accordance with this Sec. to the jurisdiction of the service courts of a country to which this section applies, is detained in custody pending or during the trial by such a court of a charge brought against him, shall for the purposes of any proceedings in any UK court be deemed to be in legal custody.</p>
(b) Concurrent jurisdiction	<p>(para. 3) In case where the right to exercise jurisdiction is concurrent the following rules shall apply:</p> <p>a. The military authorities of the sending State shall have the primary right to exercise jurisdiction over a member of a force or of a civilian component in relation to</p>	<p><b>Part I, Sec. 3 [Restriction, as respects certain offences, of trial by UK courts of offenders connected with visiting force]</b></p> <p>sub-Sec. (1) Subject to the provisions of this Sec., a person charged with an offence against UK law shall not be liable to be tried for that offence by a UK court if at the time when the offence is alleged to have been committed, he was a MF or a MCC of such a force and -</p>

(i) offences solely against the property or security of that State, or offences solely against the person or property of another member of the force or civilian component of that State or of a dependent;

(ii) offences arising out of any act or omission done in the performance of official duty.

b. In the case of any other offence the authorities of the receiving State shall have the primary right to exercise jurisdiction.

(a) he alleged offence, if committed by him, arose out of and in the course of his duty as a member of that force or component, as the case may be; or

(b) he alleged offence is an offence against the person, and the person or, if more than one, each of the persons in relation to whom it is alleged to have been committed had at the time thereof a relevant association either with that force or with another visiting force of the same country; or

(c) the alleged offence is an offence against property, and the whole of the property in relation to which it is alleged to have been committed (or, in a case where different parts of that property were differently owned, each part of the property) was at the time thereof the property either of the sending country or of an authority of that country or of a person having such an association as aforesaid:

Provided that this sub-Sec. shall not apply if at the time when the offence is alleged to have been committed the alleged offender was a person not subject to the jurisdiction of the service courts of the country in question in accordance with the last foregoing Sec.

Part I, Sec. 3, sub-Sec. (2) In relation to the trial of a person who was a MCC of a visiting force at the time when the offence is alleged to have been committed, the last foregoing sub-Sec. shall not have effect unless it is shown that the case can be dealt with under the law of the sending country.

Part I, Sec. 3, sub-Sec. (3) Nothing in sub-Sec. (1) of this sec. -

(a) shall prevent a person from being tried by a UK court in case where the Director of Public Prosecutions (in the case of a court in England or Wales), the Lord Advocate (in the case of a court in Scotland) or the Attorney-General for Northern Ireland (in the case of a court in Northern Ireland) certifies, either before or in the course of the trial, that the appropriate AS has notified him that it is not proposed to deal with the case under the law of that country; or

(b) shall affect anything done or omitted in the course of a trial unless in the course thereof objection has already been made that by reason of that sub-Sec. the court is not competent to deal with the case; or

(c ) shall, after the conclusion of a trial, be treated as having affected the validity thereof if no such objection was made in the proceedings at any stage before the conclusion of the trial.

Part I, Sec. 3, sub-Sec. (4) In relation to cases where the charge (by whatever words expressed) is a charge of attempting or conspiring to commit an offence, or of aiding, abetting, procuring or being accessory to, of being art and part in, the commission of an offence, para.s (b) and (c) of sub-Sec. (1) of this sec. shall have effect as if references in those para.s to the alleged offence were references to the offence which the person charged is alleged to have attempted or conspired to commit or, as the case may be, the offence as respects which it is alleged that he aided, abetted, procured or was accessory to, or was art and part in, the commission thereof; and references in those para.s to persons in relation to whom, or property in relation to which, the offence is alleged to have been committed shall be construed accordingly.

Part I, Sec. 3, sub-Sec. (5) Nothing in this section shall be construed as derogating from the provisions of any other enactment restricting the prosecution of any proceedings or requiring the consent of any authority to the prosecution thereof.

Summary of Part I, Sec. 3, sub-Sec. (6) "offence against the person" and "offence against property" shall be construed in accordance with the provisions of the Schedule to this Act.

**Sec. 1 to 4 of SCHEDULE concerning "Offences referred to in Sec. 3"**

*defines term "offence" and "offence against property" in the law of England, Wales, Scotland, and Northern Ireland. (contents omitted)*

**Part I, Sec. 8 [Application to visiting forces of law relating to home forces]**

sub-Sec. (1) Where under any enactment a power is exercisable by any authority or person -

(a) as respects any of the home forces or their members or service courts or other persons in any way connected therewith, or



(b) as respects any property used or to be used for the purposes of any of the home forces, or for taking possession of any property to be so used, or for acquiring (whether by agreement or compulsorily) any property so used or to be so used.

Her Majesty may by Order in Council make provision for securing that subject to any conditions specified by or under the Order the power shall be exercisable by that authority or person in the case of any visiting force to which the Order applies to any extent to which it would be exercisable if the visiting force were a part of any of the home forces.

sub-Sec. (2) Her Majesty may by Order in Council made as respects any visiting force make provision -

(a) for exempting that force or members or service courts thereof or other persons in any way connected therewith, or property used or to be used for the purposes thereof, from the operation of any enactment specified in the Order to any extent to which the force, members, courts, persons or property would be, or would be capable of being, exempted therefrom if the force were a part of any of the home forces;

(b) for conferring on that force or any such members, courts, persons or property as aforesaid any other privilege or immunity specified in the Order, being a privilege or immunity which would be enjoyed by, or would be capable of being conferred on, the force, members, courts, persons or property if the force were a part of any of the home forces, subject however to any conditions specified by or under the Order.

sub-Sec. (3) Where by any enactment the doing of anything is prohibited, restricted or required in relation to -

(a) any of the home forces or their members or service courts or other persons in any way connected therewith,

(b) any property used or to be used for the purposes of any of the home forces,  
Her Majesty may by Order in Council make provision for securing that the prohibition, restriction or requirement shall have effect in the case of any visiting force to which the Order applies to any extent to which it so would have effect if the visiting force were a part of any of the home forces.

sub-Sec. (4) An Order in Council under this section -  
(a) may contain such incidental, consequential and supplementary provisions as appear to Her Majesty in Council expedient for the purposes of the Order, including provisions for applying, modifying, adapting or suspending any enactment;  
(b) may make financial provision in respect of the exercise of any power, or the discharge of any duty, conferred or imposed by the Order.

sub-Sec. (5) There shall be defrayed out of moneys provided by Parliament any increase attributable to the provisions of an Order under this section in the sums payable out of such moneys under any enactment.

sub-Sec. (6) No recommendation shall be made to Her Majesty in Council to make an Order under this sec. unless a draft thereof has been laid before Parliament and approved by resolution of each House of Parliament.

sub-Sec. (7) In this sec. - "enactment" means an enactment (passed either before or after the passing of this Act) of the Parliament of the UK or of the Parliament of Northern Ireland, and includes any instrument having effect under an enactment;

"property" includes both real and personal property, or in Scotland both heritable and moveable property.

		sub-Sec. (8) Sub-sec. (1) and (3) of this sec. apply whether the power in question is exercisable, or the prohibition, restriction or requirement in question is imposed, by provision expressly relating to the home forces or by more general provision, and sub-sec. (2) of this sec. applies whether the exemption, privilege or immunity in question would subsist, or be capable of being conferred, by virtue of any such provision or by reason of any enactment's not binding the Crown.	
		<b>Part I Sec. 11 [Evidence for purposes of Part I]</b> sub-Sec. (4) Where a person is charged with an offence against UK law and at the time when the offence is alleged to have been committed he was a MF or MCC of such a force, a certificate issued by or on behalf of the appropriate AS, stating that the alleged offence, if committed by him, arose out of and in the course of his duty as a member of that force or component, as the case may be, shall in any such proceedings as aforesaid be sufficient evidence of that fact unless the contrary is proved.	
(c) Waiver of jurisdiction	c. (of para. 3) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other state considers such waiver to be of particular importance.		
<b>10 Jurisdiction (3) Differences in the right of the accused: arrest, custody, and related issues</b>			
(a) Arrest, custody, and investigation	(para. 5) a. The authorities of the receiving and sending states shall assist each other in the arrest of members of a force or civilian component or their dependents in the territory of the receiving State and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.	Part I, Sec. 2, sub-Sec. (6) For the purpose of enabling the service courts and service authorities of a country to which this section applies to exercise more effectively the powers referred to in sub-Sec. (1) of this section, the Admiralty, the Army Council or the Air Council, if so requested by the appropriate authority of that country,	

<p>b. The authorities of the receiving State shall notify promptly the military authorities of the sending State of the arrest of any member of a force or civilian component or a dependent.</p> <p>c. The custody of an accused member of a force or civilian component over whom the receiving state is to exercise jurisdiction shall, if he is in the hands of the sending State, remain with that State until he is charged by the receiving State.</p>	<p>may from time to time by general or special orders direct members of the home forces to arrest any person, being a member of a visiting force of that country, who is alleged to be guilty of an offence punishable under the law of that country and to hand him over to such service authority of that country as may be designated by or under the orders.</p>	
<p>(para. 6) a. The authorities of the receiving and sending States shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.</p> <p>b. The authorities of the Contracting parties shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.</p>	<p><b>Part I, Sec. 5 [Arrest, custody, etc. of offenders against UK law]</b></p> <p>sub-Sec. (1) Neither of the two last foregoing sections shall affect -</p> <p>(a) any powers of arrest, search, entry, seizure or custody exercisable under UK law with respect to offences committed or believed to have been committed against that law; or</p> <p>(b) any obligation of any person in respect of a recognisance or bail bond entered into in consequence of his arrest, or the arrest of any other person, for such an offence ; or</p> <p>(c) any power of any court to remand (whether on bail or in custody) a person brought before the court in connection with such an offence.</p> <p>sub-Sec. (2) Where a person has been taken into custody by a constable without a warrant for such an offence as aforesaid, and there is reasonable ground for believing that in accordance with Sec. two of this Act he is subject to the jurisdiction of the service courts of a country to which this Sec. applies, then, with a view to its being determined whether he is to be dealt with for that offence under UK law or dealt with by the</p> <p>courts of that country for an offence under the law thereof, he may notwithstanding anything in section thirty-eight of the Summary Jurisdiction Act, 1879, be detained in custody for a period not exceeding three days without being brought before a court of summary jurisdiction; but if within that period he is not delivered into the custody of an AS he shall, in accordance with the said section thirty-eight, be released on bail or brought before a court of summary jurisdiction as soon as practicable after the expiration of that period.</p>	

sub-Sec. (3) and (4) <i>refer to the relevant laws (with regard to thirty-eight of the Summary Jurisdiction Act, 1879) in Scotland and Northern Ireland.</i>	
<p><b>Part I, Sec. 6 [Restriction on proceedings in respect of service of members etc. of visiting force]</b></p> <p>No proceedings shall be entertained by any UK court with regard to the pay of any person in respect of service as a MF or as a MCC of such a force, with regard to the terms of such service or with regard to a person's discharge from such service.</p>	
<p><b>Part I, Sec. 7 [Provisions as to coroners' inquests and as to removal of bodies of deceased persons]</b></p> <p>sub-Sec. (1) If any coroner having jurisdiction to hold an inquest touching a death is satisfied that the deceased person at the time of his death had a relevant association with a visiting force, then unless the Secretary of State otherwise directs the coroner shall not hold the inquest or, if the inquest has been begun but not completed, shall adjourn the inquest and, if a jury has been summoned, shall discharge the jury.</p> <p>sub-Sec. (2) Subject to the last foregoing subsection, if on an inquest touching a death the coroner is satisfied -</p> <p>(a) hat a person who in accordance with Sec. two of this Act is subject to the jurisdiction of the service courts of a country to which this section applies has been charged before a court of that country with the homicide of the deceased person, whether or not that charge has been dealt with, or</p> <p>(b) hat such a person is being detained by an AS with a view to being so charged,</p> <p>then unless the Secretary of State otherwise directs the coroner shall adjourn the inquest and, if a jury has been summoned, shall discharge the jury, and shall furnish the registrar of deaths with a certificate stating the particulars necessary for the registration of the death so far as they have been ascertained at the inquest.</p>	

		<p>sub-Sec. (3) Where an inquest is adjourned under this section the coroner shall not resume it except on the direction of the Secretary of State and, if he does resume it, shall proceed in all respects as if the inquest had not previously been begun, except that it shall not be obligatory on the coroner to view the body or to furnish the registrar of deaths with any certificate or farther certificate, as the case may be.</p> <p>sub-Sec. (4) Sec. four of the Births and Deaths Registration Act, 1926 (which restricts the removal out of England of the body of a deceased person) shall not apply to the body of a person who at the time of his death had a relevant association with a visiting force: Provided that this sub-Sec. shall not apply as respects the body of a person concerning whose death, by virtue of a direction of the Secretary of State under sub-Sec. (1) or (3) of this Sec., an inquest is required to be held or, if begun, is required to be resumed.</p> <p>sub-Sec. (5) Notwithstanding sub-Sec. (1) of Sec. two of the said Act of 1926 (which relates to certificates to be given to persons giving information concerning deaths), the registrar shall not give a certificate under that sub-Sec. to the person giving information concerning a death if that person informs the registrar that the body is one as respects which the last foregoing sub-Sec. has effect and that it is proposed to remove the body out of England.</p> <p>sub-Sec. (6) <i>defines the expression "homicide."</i>  sub-Sec. (7) <i>refers to the case in Northern Ireland.</i></p>	
(b) Death penalty	(para. 7) a. A death sentence shall not be carried out in the receiving State by the authorities of the sending State if the legislation of the receiving state does not provide for such punishment in a similar case.	Part I, Sec. 2, sub-Sec (4) Notwithstanding anything in the foregoing provisions of this Sec., a sentence of death passed by a service court of a country to which this section applies shall not be carried out in the UK unless under UK law a sentence of death could have been passed in a similar case.	
(c) Serving a sentence	(para. 7) b. The authorities of the receiving State shall give sympathetic consideration to a request from the authorities of the sending State for assistance in carrying out a sentence of imprisonment pronounced by the authorities of the sending State under the provision of this Article within the territory of the receiving State.		

	<p>(d) Trial (para. 8) Where an accused has been tried in accordance with the provisions of this Article by the authorities of one Contracting Party and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offence within the same territory by the authorities of another Contracting Party. However, nothing in this paragraph shall prevent the military authorities of the sending State from trying a member of its force for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of another Contracting Party.</p> <p>(para. 9) Whenever a member of a force or civilian component of a dependent is prosecuted under the jurisdiction of a receiving State he shall be entitled:</p> <p>(a) o a prompt and speedy trial;</p> <p>(b) o be informed, in advance of trial, of the specific charge or charges made against him;</p> <p>(c) o be confronted with the witnesses against him;</p> <p>(d) o have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of the receiving State;</p> <p>(e) o have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in the receiving State;</p> <p>(f) f he considers it necessary, to have the services of a competent interpreter; and</p> <p>(g) o communicate with a representative of the Government of the sending State and when the rules of the court permit, to have such a representative present at his trial.</p>	<p><b>Part I, Sec. 4. [UK courts not to try offenders tried by service courts of visiting forces]</b></p> <p>sub-Sec. (1) Without prejudice to the last foregoing Sec., where a person has been tried by a service court of a country to which this section applies in the exercise of the powers referred to in sub-Sec. (1) of section two of this Act, he shall not be tried for the same crime by a UK court.</p> <p>sub-Sec. (2) Where a person who has been convicted by a service court of such a country in the exercise of the said powers is convicted by a UK court for a different crime, but it appears to that court that the conviction by the service court was wholly or partly in respect of acts or omissions in respect of which he is convicted by the UK court, that court shall have regard to the sentence of the service court.</p>	
<b>11 Administrative jurisdiction</b>			
(a) Environment protection	<p><u>No specific provisions</u> except a general rule of 'respecting the law of the receiving state' (Art. II). The bottom line is that the personnel are subject to all applicable laws of a receiving state except as otherwise provided in the agreement. However, it is obscure with regard to stationing forces themselves.</p>		
		<p><b>MOU for Environment 2012</b></p> <p>(3) The terms of this memorandum relate to all relevant environmental legislation in England and Wales and to EU environmental legislation that is directly applicable.</p>	

		<p><b>MOU for Environment 2012</b>  (8) Premises, in the context of this memorandum, means those premises in England and Wales held, or used by, or under the control of the Mod. It also includes premises occupied by Visiting Forces, UK ships in UK territorial waters adjacent to England and Wales, and UK aircraft bases in England and Wales. It does not include facilities under the direct control of contractors, which are subject to regulation by the EA in the normal way, nor does it include shipping or aircraft in transit.</p> <p><b>MOU for Environment 2012</b>  (10) The Ministry's Environmental Policy complies with international conventions to which the UK is a signatory. The MOD will carry out environmental policy appraisals of all new or revised policies and equipment acquisition programmes as well as environmental impact assessments of all new projects and training activities.</p> <p><b>MOU for Environment 2012</b>  (20) The MOD agrees to allow all reasonable access to its premises by officers of the EA while carrying out their responsibilities. The EA's officers will comply with Government Security Regulations. Planned inspections will be notified to the MOD in advance. Advance notice may not be possible in the case of unannounced and emergency access. The EA accepts that operational requirements, including training, may sometimes result in access restrictions, but the MOD undertakes to keep such restrictions to a minimum....</p> <p><b>MOU for Environment 2012: Annex 3</b>, August 2009 designates the case of MOD Sites used by US Visiting Force.</p>	
(b) Health and Sanitation	<p><b>Art. IX: [Goods and Services]</b>  (para. 5) When a force or a civilian component has at the place where it is stationed inadequate medical or dental facilities, its members and their dependents may receive medical and dental care, including hospitalization, under the same conditions as comparable personnel of the receiving State.</p>	<p><b>MOA for Health and Safety 2008 [Application of the HSWA 1974 to USF]</b> (4) The USF recognise their general duties under sections 2 - 9 of the HSWA in relation to all their units and establishments operating in GB and that the full protection and rights contained under HSWA are applicable to all local civilian employees in accordance with Art. IX, para. 4 of the NATO SOFA. (Labour conditions for local civilian employees)</p>	



**MOA for Health and Safety 2008 [Application of the HSWA 1974 to USF]** (5) It is recognised that the USF, MOD and HSE have existing protocols with the UK Police Services for jointly investigating work related deaths and undertaking criminal investigations. In the event provisions in this MOA are inconsistent with those protocols, the provisions of the UK police protocols will take precedence over this MOA.

**MOA for Health and Safety 2008 [Application of the HSWA 1974 to USF]** (6) HSE may monitor USF activities and the appropriate application of health and safety legislation. In doing so, HSE will take into account USF's policy of normally applying whichever of the HSWA or US Occupational Safety and Health Act (OSHA) provisions afford the more protective standards to their activities in GB. HSE recognises the operational character of the activities undertaken by USF and their role in UK/NATO defence.

**MOA for Health and Safety 2008 [Inspections by HSE]** (9) Inspections by HSE are for the purpose of discharging its functions as a GB regulatory authority for health and safety and they are additional to those inspections which USF and MOD undertake for their own management purposes. The types of HSE inspections may be broadly described as follows: (details omitted)

**MOA for Health and Safety 2008 [HSE Inspectors access to USF Sites]** (14) HSE will not seek to monitor application of health and safety legislation to USF defence operations and military training activity listed in Annex A. However, HSE Inspectors may have an interest and will be allowed right of entry to any USF site, including to activities detailed in Annex A if required to conduct investigations in any of the following circumstances;

- a. In the event of a work related death or serious injury to MOD Personnel (civilian employees or MOD Service personnel) or other local employed civilians not referred to in para. 2; or
- b. In the event of a work related death or serious injury to a member of the public caused by USF work related activities; or

		<p>c. As a result of a work related health and safety complaint /notification by local civilian employees or MOD personnel; or</p> <p>d. Where USF work related activities have significant health and safety implications for the general public outside the site perimeter fence.</p> <p><b>MOA for Health and Safety 2008 Annex A</b> designates fifteen examples of operational and military training activities ranging from land to air.</p>	
		<b>GA for Health and Safety 2008</b> (5): A separate agreement sets out arrangements for monitoring of United States Visiting Forces' observance of health and safety legislation.	
(c) Employment and labor law	<p><b>Art. IX: [Goods and Services]</b> para. 4</p> <p>Local civilian labour requirements of a force or civilian component shall be satisfied in the same way as the comparable requirements of the receiving State and with the assistance of the authorities of the receiving State through the employment exchanges. The conditions of employment and work, in particular wages, supplementary payments and conditions for the protection of workers, shall be those laid down by the legislation of the receiving State. Such civilian workers employed by a force or civilian component shall not be regarded for any purpose as being members of that force or civilian component.</p>	<p><b>MOA for Health and Safety 2008 [Application of the HSWA 1974 to USF]</b> (4) The USF recognise their general duties under sections 2 - 9 of the HSWA in relation to all their units and establishments operating in GB and that the full protection and rights contained under HSWA are applicable to all local civilian employees in accordance with Art. IX, para. 4 of the NATO SOFA. (Labour conditions for local civilian employees) (para. 12) designates the right of inspection of the U.S. bases by the ARs in serious circumstances.</p>	
(d) Traffic (or Movement)	<p><b>No specific provisions</b> except a general rule of 'respecting the law of the receiving state' (Art. II). Art. V-para.2 merely states "Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark."</p>		
(e) Post	<p><b>Art. XI: [Customs]</b></p> <p>Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with para. 2 b. of Art. III. This movement order shall show the number of dispatches carried and certify that they contain only official documents.</p>		
(f) Telecommunications			
<b>12 Claims</b>			
	<b>Art. VIII: [Claims]</b>		

(a) Waiver and settlement of claims	<p>(para. 1) 1. Each Contracting Party waives all its claims against any other Contracting Party for damage to any property owned by it and used by its land; sea or air armed services, if such damage:</p> <p>(i) was caused by a member or an employee of the armed services of the other Contracting Party in the execution of his duties in connection with the operation of the North Atlantic Treaty; or</p> <p>(ii) arose from the use of any vehicle, vessel or aircraft owned by the other Contracting Party and used by its armed services, provided either that the vehicle, vessel or aircraft causing the damage was being used in connection with the operation of the North Atlantic Treaty, or that the damage was caused to property being so used.</p> <p>Claims for maritime salvage by one Contracting Party against any other Contracting Party shall be waived, provided that the vessel or cargo salvaged was owned by a contracting Party and being used by its armed services in connection with the operation of the North Atlantic Treaty.</p> <p>(para. 2-a) In the case of damage caused or arising as stated in paragraph 1 to other property owned by a Contracting Party and located in its territory, the issue of the liability of any other Contracting Party shall be determined and the amount of damage shall be assessed, unless the Contracting Parties concerned agree otherwise, by a sole arbitrator selected in accordance with sub-paragraph b. of this paragraph. The arbitrator shall also decide any counter-claims arising out of the same incident.</p> <p>(para. 2-b) The arbitrator referred to in sub-paragraph a. above shall be selected by agreement between the Contracting Parties concerned from amongst the nationals of the receiving State who hold or have held high judicial office. If the Contracting Parties concerned are unable, within two months, to agree upon the arbitrator, either may request the Chairman of the North Atlantic Council Deputies to select a person with the aforesaid qualifications.</p> <p>(para. 2-c) Any decision taken by the arbitrator shall be binding and conclusive upon the Contracting Parties.</p>
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	<p>(para. 2-d) The amount of any compensation awarded by the arbitrator shall be distributed in accordance with the provisions of paragraph 5 e. (i), (ii) and (iii) of this Article.</p> <p>(para. 2-e) The compensation of the arbitrator shall be fixed by agreement between the Contracting Parties concerned and shall, together with the necessary expenses incidental to performance of his duties, be defrayed in equal proportions by them.</p> <p>(summary of para. 2-f) e. Nevertheless, each Contracting Party waives its claim in any such case where the damage is less than: (Specific figures and necessary currency adjustment among NATO signatories)</p> <p>(para. 3) For the purposes of paragraphs 1 and 2 of this Article the expression "owned by a Contracting Party" in the case of a vessel includes a vessel on bare boat charter to that Contracting Party or requisitioned by it on bare boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some person other than such Contracting Party).</p> <p>(para. 4) Each Contracting Party waives all its claims against any other Contracting Party for injury or death suffered by any member of its armed services while such member was engaged in the performance of his official duties.</p>		
(b) Damages to third parties	<p>(para.5) Claims (other than contractual claims and those to which paragraphs 6 or 7 of this Article apply) arising out of acts or omissions of members of a force or civilian component done in the performance of official duty, or out of any other act, omission or occurrence for which a force or civilian component is legally responsible, and causing damage in the territory of the receiving State to third parties, other than any of the Contracting Parties, shall be dealt with by the receiving State in accordance with the following provisions:</p> <p>(sub-para.a) Claims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of the receiving State with respect to claims arising from the activities of its own armed forces.</p>	<p><b>Part I, Sec. 9 [Settlement of claims against visiting forces]</b></p> <p>sub-Sec. (1) The Minister of Defence may make arrangements whereby claims in respect of acts or omissions of members of visiting forces, or of other persons connected therewith to whom the arrangements relate, being acts or omissions of any description to which the arrangements relate, will be satisfied by payments made by the said Minister of such amounts as may be adjudged by any UK court or</p> <p>as may be agreed between the claimant and the said Minister or such other authority as may be provided by the arrangements; and any expenses of the Minister of Defence incurred in satisfying claims in pursuance of any such arrangements or otherwise in connection with the arrangements shall be defrayed out of moneys provided by Parliament.</p>	

(sub-para.b) The receiving State may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by the receiving State in its currency.

(sub-para.c) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of the receiving State, or the final adjudication by such a tribunal denying payment, shall be binding and conclusive upon the Contracting Parties.

(sub-para.d) Every claim paid by the receiving State shall be communicated to the sending States concerned together with full particulars and a proposed distribution in conformity with sub-paragraphs e. (i), (ii) and (iii) below. In default of a reply within two months, the proposed distribution shall be regarded as accepted.

(sub-para.e) The cost incurred in satisfying claims pursuant to the preceding sub-paragraphs and para. 2 of this Article shall be distributed between the Contracting Parties, as follows:

(i) Where one sending State alone is responsible, the amount awarded or adjudged shall be distributed in the proportion of 25 per cent. chargeable to the receiving State and 75 per cent. chargeable to the sending State.

(ii) Where more than one State is responsible for the damage, the amount awarded or adjudged shall be distributed equally among them: however, if the receiving State is not one of the States responsible, its contribution shall be half that of each of the sending States.

(iii) Where the damage was caused by the armed services of the Contracting Parties and it is not possible to attribute it specifically to one or more of those armed services, the amount awarded or adjudged shall be distributed equally among the Contracting Parties concerned: however, if the receiving State is not one of the States by whose armed services the damage was caused, its contribution shall be half that of each of the sending States concerned.

sub-Sec. (2) The said Minister shall take such steps as may be requisite for securing that persons concerned with any arrangements made by him under this section shall be informed of the nature and operation of the arrangements.

	<p>(iv) Every half-year, a statement of the sums paid by the receiving State in the course of the half-yearly period in respect of every case regarding which the proposed distribution on a percentage basis has been accepted, shall be sent to the sending States concerned, together with a request for reimbursement. Such reimbursement shall be made within the shortest possible time, in the currency of the receiving State.</p> <p>(sub-para.f) In cases where the application of the provisions of sub-paragraphs b. and e. of this paragraph would cause a Contracting Party serious hardship, it may request the North Atlantic Council to arrange a settlement of a different nature.</p>		
(c) Immunity of personnel on duty	<p>(sub-para.g) A member of a force or civilian component shall not be subject to any proceedings for the enforcement of any judgment given against him in the receiving State in a matter arising from the performance of his official duties.</p> <p>(sub-para.h) Except in so far as sub-paragraph e. of this paragraph applies to claims covered by paragraph 2 of this Article, the provisions of this paragraph shall not apply to any claim arising out of or in connection with the navigation or operation of a ship or the loading, carriage, or discharge of a cargo, other than claims for death or personal injury to which paragraph 4 of this Article does not apply.</p>		
(d) Damages caused by out-of-duty personnel	<p>(para. 6) Claims against members of a force or civilian component arising out of tortious acts or omissions in the receiving State not done in the performance of official duty shall be dealt with in the following manner:</p> <p>a) The authorities of the receiving State shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all the circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.</p> <p>b) The report shall be delivered to the authorities of the sending State, who shall then decide without delay whether they will offer an ex gratia payment, and if so, of what amount.</p>		

	<p>c) If an offer of ex gratia payment is made, and accepted by the claimant in full satisfaction of his claim, the authorities of the sending State shall make the payment themselves and inform the authorities of the receiving State of their decision and of the sum paid.</p> <p>d) Nothing in this paragraph shall affect the jurisdiction of the courts of the receiving State to entertain an action against a member of a force or of a civilian component unless and until there has been payment in full satisfaction of the claim.</p> <p>(para. 7) Claims arising out of the unauthorized use of any vehicle of the armed services of a sending State shall be dealt with in accordance with paragraph 6 of this Article, except in so far as the force or civilian component is legally responsible.</p>		
(e) Judgment of official duty	(para. 8) If a dispute arises as to whether a tortious act or omission of a member of a force or civilian component was done in the performance of official duty or as to whether the use of any vehicle of the armed services of a sending State was unauthorized, the question shall be submitted to an arbitrator appointed in accordance with paragraph 2 b. of this Article, whose decision on this point shall be final and conclusive.		
(f) Civil jurisdiction by the AR	<p>(para. 9) The sending State shall not claim immunity from the jurisdiction of the courts of the receiving State for members of a force or civilian component in respect of the civil jurisdiction of the courts of the receiving State except to the extent provided in paragraph 5 g. of this Article.</p> <p>(para. 10) The authorities of the sending State and of the receiving State shall co-operate in the procurement of evidence for a fair hearing and disposal of claims in regard to which the Contracting Parties are concerned.</p>		
(g) Other general issues			
<b>13 Logistic support</b>			
(a) Private consumption	<p><b>Art. IX: [Goods and Services]</b></p> <p>(para.1) Members of a force or of a civilian component and their dependents may purchase locally goods necessary for their own consumption, and such services as they need, under the same conditions as the nationals of the receiving State.</p>		

(b) Military consumption and utility services	(para. 2) Goods which are required from local sources for the subsistence of a force or civilian component shall normally be purchased through the authorities which purchase such goods for the armed services of the receiving State. In order to avoid such purchases having any adverse effect on the economy of the receiving State, the competent authorities of that State shall indicate, when necessary, any articles the purchase of which should be restricted or forbidden.	<p><b>Mutual Defence Assistance Agreement 1950</b></p> <p>Art. 1 para. (1) Each Government, consistently with the principle that economic recovery is essential to international peace and security and must be given clear priority, and in accordance with its obligations under Art. 3 of the North Atlantic Treaty, will make available to the other such equipment, materials, services, or other military assistance as the Government</p> <p>furnishing such assistance may authorize, in accordance with detailed arrangements from time to time to be made between them. The U.K. Government in fulfillment of its obligations under Art. 3 of the North Atlantic Treaty, will furnish or continue to furnish to other parties to the Treaty such equipment, materials, services, or other military assistance as it may authorize. The furnishing of assistance by the U.S. Government will be under the provisions of the Mutual Defence Assistance Act of 1949, Acts amendatory and supplementary thereto, and appropriation Acts thereunder.</p>	
(c ) Free services (Free services for MFs and MCCs)			
(d) Travelling facilities and fares	(para. 6) The receiving State shall give the most favourable consideration to requests for the grant to members of a force or of a civilian component of travelling facilities and concessions with regard to fares. These facilities and concessions will be the subject of special arrangements to be made between the Governments concerned.		
(e) Payment (for goods and services)	(para. 7) Subject to any general or particular financial arrangements between the Contracting Parties, payment in local currency for goods, accommodation and services furnished under paragraphs, 2, 3, 4 and, if necessary, 5 and 6, of this Article shall be made promptly by the authorities of the force.		



(f) Tax exemption for logistics	See <b>Art. XI [Customs]</b> below.	<p><b>Mutual Defence Assistance Agreement 1950</b></p> <p>Art..8 (1) Except as otherwise agreed, the U.K. Government will grant exemption from custom duties and other taxes on importation, and also from taxes on exportation, in respect of goods owned by the U.S. Government and imported by it into the U.K. as assistance under this agreement, or as assistance under any similar agreement between the U.S.A. and any other party to the North Atlantic Treaty.</p> <p>(2) Goods imported under this exemption may not be disposed of by way of sale or gift in the country into which they have been Imported, except to a Government party to the North Atlantic Treaty, or under conditions agreed with the Government of the country into which they have been imported.</p>	
<b>14 Facilities and areas for the forces of a sending state</b>			
(a) The use of facilities and areas	<p>(<b>Art. IX:</b> para. 3) Subject to agreements already in force or which may hereafter be made between the authorized representatives of the sending and receiving States, the authorities of the receiving State shall assume sole responsibility for making suitable arrangements to make available to a force or a civilian component the buildings and grounds which it requires, as well as facilities and services</p> <p>connected therewith. These agreements and arrangements shall be, as far as possible, in accordance with the regulations governing the accommodation and billeting of similar personnel of the receiving State. In the absence of a specific contract to the contrary, the laws of the receiving State shall determine the rights and obligations arising out of the occupation or use of the buildings, grounds, facilities or services.</p>	<p><b>Churchill-Truman Communiqué of 1952</b></p> <p>"Under arrangements made for the common defence, the US has the use of certain bases in the UK. We reaffirm the understanding that the use of these bases in an emergency would be a matter for joint decision by HM Government and the US Government in light of the circumstances prevailing at the time."</p> <p><b>Air Base Cost Sharing Arrangement 1953</b></p> <p>The facilities subject to the cost-sharing agreement would be "available for use by units of the US Air Force so long as, in the opinion of both the US Government and UK Government, the presence of such units is considered desirable in the interests of common defence...."</p>	
(b) The right to control facilities and areas or (the rights respecting installations)	Stipulated in <b>Art IX:</b> para. 3 (above).		
(c ) Special permit and licenses in connection with use of facilities and areas (or installations)			

(d) Construction			
(e) Transfer of fixtures			
<b>15 Return (or release) of the facilities and areas (or accommodation and land)</b>			
(a) Return of facilities and areas	No specific provisions in NATO SOFA	<b>Air Base Cost Sharing Arrangement 1953</b> This arrangement will be subject to periodical review, and will in any case terminate as soon as, in the opinion of either government, collective security has been assured in accordance with the principles set forth in the Charter of the United Nations'.	
(b) Residual Value			
<b>16 Maneuvers and Training</b>			
	No Provisions in NATO SOFA.	<b>UK Low Flying System</b> The System was established in 1979. There are many areas of the UK where low flying does not take place, such as major centres of population, civil airspace and key industrial, medical and environmental areas. The amount of low flying conducted is monitored carefully, and measures are available to regulate activity to ensure safety and potential disturbance are properly controlled.	
<b>17 Overall cost sharing</b>			
	No further specification in addition to Art IX: para (3).	Negotiation process of 'Air Base Cost Sharing Arrangement 1953' (confidential and renewed in 1973) and the installation of ballistic missiles bases shows that the agreement was made on case-by-case basis depending upon the fundamental principle of NATO SOFA, that is "the receiving State shall assume sole responsibility for making suitable arrangements to make available to a force or a civilian component the buildings and grounds which it requires, as well as facilities and services connected with them."	
<b>18 Tax and customs exemption</b>			

(a) Tax	<p><b>Art. X: [Taxes]</b></p> <p>(para. 1) Where the legal incidence of any form of taxation in the receiving State depends upon residence or domicile, periods during which a member of a force or civilian component is in the territory of that State by reason solely of his being a member of such force or civilian component shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation. Members of a force or civilian component shall be exempt from taxation in the receiving State on the salary and emoluments paid to them as such members by the sending State or on any tangible movable property the presence of which in the receiving State is due solely to their temporary presence there.</p> <p>(para. 2) Nothing in this Article shall prevent taxation of a member of a force or civilian component with respect to any profitable enterprise, other than his employment as such member, in which he may engage in the receiving State, and, except as regards his salary and emoluments and the tangible movable property referred to in paragraph 1, nothing in this Article shall prevent taxation to which, even if regarded as having his residence or domicile outside the territory of the receiving State, such a member is liable under the law of that State.</p> <p>(para. 3) Nothing in this Article shall apply to 'duty' as defined in paragraph 12 of Article XI.</p> <p>(para. 4) For the purposes of this Article the term 'member of a force' shall not include any person who is a national of the receiving State.</p> <p><b>Art. IX: [Goods and Services]</b></p> <p>(para. 8) Neither a force, nor a CC, nor the members thereof, nor their DPs, shall by reason of this Art. enjoy any exemption from taxes or duties relating to purchases and services chargeable under the fiscal regulations of the receiving State.</p>		
(b) Customs	<b>Art. XI: [Customs]</b>		

(para. 1) 1. Save as provided expressly to the contrary in this Agreement, members of a force and of a civilian component as well as their dependents shall be subject to the laws and regulations administered by the customs authorities of the receiving State. In particular the customs authorities of the receiving State shall have the right, under the general conditions laid down by the laws and regulations of the receiving State, to search members of a force or civilian component and their dependents and to examine their luggage and vehicles, and to seize articles pursuant to such laws and regulations.

(para. 2) a. The temporary importation and the re-exportation of service vehicles of a force or civilian component under their own power shall be authorized free of duty on presentation of a triptyque in the form shown in the Appendix to this Agreement.

(para. 2) b. The temporary importation of such vehicles not under their own power shall be governed by paragraph 4 of this Article and the re-exportation thereof by paragraph 8.

(para. 2) c. Service vehicles of a force or civilian component shall be exempt from any tax payable in respect of the use of vehicles on the roads.

(para. 3) Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with paragraph 2 b. of Article III. This movement order shall show the number of despatches carried and certify that they contain only official documents.

(para. 4) A force may import free of duty the equipment for the force and reasonable quantities of provisions, supplies and other goods for the exclusive use of the force and, in cases where such use is permitted by the receiving State, its civilian component and dependents. This duty-free importation shall be subject to the deposit, at the customs office for the place of entry, together with such customs documents as shall be agreed, of a certificate in a form agreed between the receiving State and the sending State signed by a person authorized by the sending State for that purpose. The designation of the person authorised to sign the certificates as well as specimens of the signatures and stamps to be used, shall be sent to the customs administration of the receiving State.

(para. 5) A member of a force or civilian component may, at the time of his first arrival to take up service in the receiving State or at the time of the first arrival of any dependent to join him, import his personal effects and furniture free of duty for the term of such service.

(para. 6) Members of a force or civilian component may import temporarily free of duty their private motor vehicles for the personal use of themselves and their dependents. There is no obligation under this Article to grant exemption from taxes payable in respect of the use of roads by private vehicles.

(para. 7) Imports made by the authorities of a force other than for the exclusive use of that force and its civilian component, and imports, other than those dealt with in paragraphs 5 and 6 of this Article, effected by members of a force or civilian component are not, by reason of this Article, entitled to any exemption from duty or other conditions.

(para. 8) Goods which have been imported duty-free under paragraphs 2 b., 4, 5 or 6 above:

a.) May be re-exported freely, provided that, in the case of goods imported under paragraph 4, a certificate, issued in accordance with that paragraph, is presented to the customs office: the customs authorities, however, may verify that goods re-exported are as described in the certificate, if any, and have in fact been imported under the conditions of paragraphs 2 b., 4, 5 or 6 as the case may be;

b.) shall not normally be disposed of in the receiving State by way of either sale or gift: however, in particular cases such disposal may be authorized on conditions imposed by the authorities concerned of the receiving State (for instance, on payment of duty and tax and compliance with the requirements of the controls of trade and exchange).

(para. 9) Goods purchased in the receiving State shall be exported therefrom only in accordance with the regulations in force in the receiving State.

(para. 10) Special arrangements for crossing frontiers shall be granted by the customs authorities to regularly constituted units or formations, provided that the customs authorities concerned have been duly notified in advance.

(para. 11) Special arrangements shall be made by the receiving State so that fuel, oil and lubricants for use in service vehicles, aircraft and vessels of a force or civilian component, may be delivered free of all duties and taxes.

(para. 12) In paragraphs 1-10 of this Article:

'duty' means customs duties and all other duties and taxes payable on importation or exportation, as the case may be, except dues and taxes which are no more than charges for services rendered;

'importation' includes withdrawal from customs warehouses or continuous customs custody, provided that the goods concerned have not been grown, produced or manufactured in the receiving State.

(para. 13) The provisions of this Article shall apply to the goods concerned not only when they are imported into or exported from the receiving State but also when they are in transit through the territory of a Contracting Party, and for this purpose the expression 'receiving State' in this Article shall be regarded as including any Contracting Party through whose territory the goods are passing in transit.

**Art. XII: [Conditions for customs or fiscal exemptions]**

(para. 1) The customs or fiscal authorities of the receiving State may, as a condition of the grant of any customs or fiscal exemption or concession provided for in this Agreement, require such conditions to be observed as they may deem necessary to prevent abuse.

(para.2) These authorities may refuse any exemption provided for by this Agreement in respect of the importation into the receiving State of articles grown, produced or manufactured in that State which have been exported therefrom without payment of, or upon repayment of, taxes or duties which would have been chargeable but for such exportation. Goods removed from a customs warehouse shall be deemed to be imported if they were regarded as having been exported by reason of being deposited in the warehouse.

**Art. XIII [Assistance of customs and fiscal authorities]**

(para. 1) In order to prevent offences against customs and fiscal laws regulations, the authorities of the receiving and of the sending States shall assist each other in the conduct of enquiries and the collection of evidence.

	<p>(para. 2) The authorities of a force shall render all assistance within their power to ensure that articles liable to seizure by, or on behalf of, the customs or fiscal authorities of the receiving State are handed to those authorities.</p> <p>(para. 3) The authorities of a force shall render all assistance within their power to ensure the payment of duties, taxes and penalties payable by members of the force or civilian component or their dependents.</p> <p>(para. 4) Service vehicles and articles belonging to a force or to its civilian component, and not to a member of such force or civilian component, seized by the authorities of the receiving State in connection with an offence against its customs or fiscal laws or regulations shall be handed over to the appropriate authorities of the force concerned.</p>		
<b>19 Foreign exchange controls</b>			
(a) Foreign exchange controls	<p><b>Art. XIV: [Foreign exchange regulations]</b></p> <p>(para. 1) A force, a civilian component and the members thereof, as well as their dependents, shall remain subject to the foreign exchange regulations of the sending State and shall also be subject to the regulations of the receiving State.</p> <p>(para. 2) b. The foreign exchange authorities of the sending and the receiving States may issue special regulations applicable to a force or civilian component or the members thereof as well as to their dependents.</p>		
(b) Military payment certificates or military scrip			
<b>20 The applicability of SOFA to wartime condition</b>			
	<p><b>Art. XV: [Application in the event of hostilities]</b></p> <p>(para. 1) Subject to paragraph 2 of this Article, this Agreement shall remain in force in the event of hostilities to which the North Atlantic Treaty applies, except that the provisions for settling claims in paragraphs 2 and 5 of Article VIII shall not apply to war damage, and that the provisions of the Agreement, and, in particular of Articles III and VII, shall immediately be reviewed by the Contracting Parties concerned, who may agree to such modifications as they may consider desirable regarding the application of the Agreement between them.</p>		

	(para. 2) In the event of such hostilities, each of the Contracting Parties shall have the right, by giving 60 days' notice to the other Contracting Parties, to suspend the application of any of the provisions of this Agreement so far as it is concerned. If this right is exercised, the Contracting Parties shall immediately consult with a view to agreeing on suitable provisions to replace the provisions suspended.		
<b>21 Settlement of disputes and features of administrative body for SOFA implementation</b>			
	<b>Art. XVI: [Settlement of disputes]</b> All differences between the Contracting Parties relating to the interpretation or application of this Agreement shall be settled by negotiation between them without recourse to any outside jurisdiction. Except where express provision is made to the contrary in this Agreement, differences which cannot be settled by direct negotiation shall be referred to the North Atlantic Council.		
<b>22 Revision of the agreement</b>			
	<b>Art. XVII: [Review]</b> Any Contracting Party may at any time request the revision of any Article of this Agreement. The request shall be addressed to the North Atlantic Council.		
<b>23 Ratification and Accession</b>			
	<b>Art. XVIII: [Entry into force, accession]</b> (para. 1) The present Agreement shall be ratified and the instruments of ratification shall be deposited as soon as possible with the Government of the United States of America, which shall notify each signatory State of the date of deposit thereof.  (para. 2) Thirty days after four signatory States have deposited their instruments of ratification the present Agreement shall come into force between them. It shall come into force for each other signatory State thirty days after the deposit of its instrument of ratification.		



	(para. 3) After it has come into force, the present Agreement shall, subject to the approval of the North Atlantic Council and to such conditions as it may decide, be open to accession on behalf of any State which accedes to the North Atlantic Treaty. Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America, which shall notify each signatory and acceding State of the date of deposit thereof. In respect of any State on behalf of which an instrument of accession is deposited, the present Agreement shall come into force thirty days after the date of the deposit of such instrument.		
<b>24 Termination or denunciation</b>			
	<p><b>Art. XIX: [Termination]</b></p> <p>(para. 1) The present Agreement may be denounced by any Contracting Party after the expiration of a period of four years from the date on which the Agreement comes into force.</p> <p>(para. 2) The denunciation of the Agreement by any Contracting Party shall be effected by a written notification addressed by that Contracting Party to the Government of the United States of America which shall notify all the other Contracting Parties of each such notification and the date of receipt thereof.</p> <p>(para. 3) The denunciation shall take effect one year after the receipt of the notification by the Government of the United States of America. After the expiration of this period of one year, the Agreement shall cease to be in force as regards the Contracting Party which denounces it, but shall continue in force for the remaining Contracting Parties.</p>		
<b>25 Territorial applicability (including colonial territories)</b>			
	<p><b>Art. XX: [Metropolitan territory clause]</b></p> <p>(para. 1) Subject to the provisions of paragraphs 2 and 3 of this Article, the present Agreement shall apply only to the metropolitan territory of a Contracting Party.</p>	<p><b>Part III [Supplementary Provisions]</b></p> <p>Sec. 15, sub-Sec. (1) As regards any territory specified in sub-Sec. (3) of this Sec., Her Majesty may by Order in Council direct that -</p>	

	<p>(para. 2) Any State may, however, at the time of the deposit of its instrument of ratification or accession or at any time thereafter, declare by notification given to the Government of the United States of America that the present Agreement shall extend (subject, if the State making the declaration considers it to be necessary, to the conclusion of a special agreement between that State and each of the sending States concerned), to all or any of the territories for whose international relations it is responsible in the North Atlantic Treaty area. The present Agreement shall then extend to the territory or territories named therein thirty days after the receipt by the Government of the United States of America of the notification, or thirty days after the conclusion of the special agreements if required, or when it has come into force under Article XVIII, whichever is the later.</p> <p>(para. 3) A State which has made a declaration under paragraph 2 of this Article extending the present Agreement to any territory for whose international relations it is responsible may denounce the Agreement separately in respect of that territory in accordance with the provisions of Article XIX.</p>	<p>(a) the provisions of this Act other than this sec., and (b) any Order in Council made under sub-Sec. (2) of section one of this Act which is in force at the coming into operation of the Order under this sec., shall extend to that territory, subject to such adaptations, modifications or exceptions as may be specified in the Order under this sec.</p> <p>sub-Sec. (2) omitted</p> <p>sub-Sec. (3) The territories hereinbefore referred to are the following: -</p> <p>(a) the Channel Islands and the Isle of Man;</p> <p>(b) all colonies;</p> <p>(c) all protectorates and protected states within the meaning of the British Nationality Act, 1948; and</p> <p>(d) all UK trust territories as defined in that Act.</p>	
<b>25 Authentic language</b>	English and French	English	