

DEFENSE

Status of Forces

**Agreement Between the
UNITED STATES OF AMERICA
and KOSOVO**

Effected by Exchange of Notes at
Pristina February 18, 2012



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

KOSOVO

Defense: Status of Forces

*Agreement effected by exchange of notes
at Pristina February 18, 2012;
Entered into force June 27, 2012.*



12-0005

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Kosovo and has the honor to refer to recent discussions between representatives of our two Governments regarding issues related to United States military and civilian personnel (defined as members of the United States Armed Forces and civilian employees of the United States Department of Defense, respectively, hereafter referred to collectively as United States personnel) and United States contractors (defined as non-Republic of Kosovo companies and firms, and their employees who are not nationals of the Republic of Kosovo, under contract to the United States Department of Defense) who may be temporarily present in the Republic of Kosovo in connection with official visits, training, exercises, humanitarian activities, and other activities as mutually agreed.

As a result of these discussions, the Embassy proposes that United States personnel be accorded the status equivalent to that accorded to the administrative and technical staff of the United States Embassy under the Vienna Convention on Diplomatic Relations of April 18, 1961; that United States personnel may enter and exit the Republic of Kosovo with United States identification and with collective movement or individual travel orders; that the Republic of Kosovo shall accept as valid all professional licenses issued by the United States, its political subdivisions or States thereof to United States personnel for the provision of services to authorized personnel; and that the Republic of Kosovo authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles. The Embassy further proposes that United States personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders.

The Government of the Republic of Kosovo recognizes the particular importance of disciplinary control by United States Armed Forces authorities over United States personnel and, therefore, authorizes the Government of the United States to exercise criminal jurisdiction over United States personnel while in the Republic of Kosovo.

The Embassy further proposes that the United States Department of Defense and United States personnel shall not be liable to pay any tax or similar charge assessed within the Republic of Kosovo and that the United States Department of Defense and United States personnel may import into, export out of, and use in the Republic of Kosovo any personal property, equipment, supplies, materiel, technology, training, or services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license,

DIPLOMATIC NOTE

other restrictions, customs duties, taxes, or any other charges assessed within the Republic of Kosovo. The Governments of the United States of America and the Republic of Kosovo shall cooperate to take such measures as may be necessary to ensure the security and protection of United States personnel, property, equipment, records, and official information in the Republic of Kosovo.



The Embassy proposes that vehicles operated by or, at the time, exclusively for the United States Department of Defense may enter, exit, and move freely within the territory of the Republic of Kosovo, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Aircraft owned and operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to payment of navigation, overflight, terminal, landing, parking or similar charges when in the territory of the Republic of Kosovo. The United States Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the security forces of the Republic of Kosovo. Aircraft of the United States Government shall be free from boarding and inspection.

The Embassy also proposes that the United States Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the Republic of Kosovo 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 Government of the United States of America. Acquisition of articles and services in the Republic of Kosovo by or on behalf of the United States Department of Defense in connection with activities under this Agreement shall not be subject to any taxes or similar charges in the Republic of Kosovo.

The Embassy further proposes that United States contractors shall not be liable to pay any tax or similar charge assessed within the Republic of Kosovo in connection with activities under this Agreement and that such contractors may import into, export out of, and use in the Republic of Kosovo any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with the United States Department of Defense in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within the Republic of Kosovo.

The Embassy proposes that United States contractors shall be granted the same treatment as United States personnel with respect to professional and drivers' licenses.

The Embassy proposes that United States personnel shall have freedom of movement and access to and use of mutually agreed transportation, storage, training, and other facilities required in connection with activities under this Agreement.

The Government of the Republic of Kosovo recognizes that it may be necessary for the United States Armed Forces to use the radio spectrum. The United States Department of Defense shall be allowed to operate its own telecommunication systems (as telecommunication is defined in

the 1992 Constitution of the International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio spectrum for this purpose. Use of the radio spectrum shall be free of cost to the United States Government.



Further, the Embassy proposes that the Parties waive any and all claims (other than contractual claims) against each other for damage to, loss, or destruction of the other's property or injury or death to personnel of either Party's armed forces or their civilian personnel arising out of the performance of their official duties in connection with activities under this Agreement. Claims by third parties for damages or loss caused by United States personnel shall be resolved by the United States Government in accordance with United States laws and regulations.

Finally, the Embassy proposes further that our two governments, or their designated representatives, may enter into implementing arrangements to carry out the provisions of this Agreement.

If the foregoing is acceptable to the Government of the Republic of Kosovo, the Embassy proposes that this note, together with the Ministry's reply to that effect, shall constitute an agreement between the two Governments, which shall enter into force on the date of the written notification through the diplomatic channels from the Government of the Republic of Kosovo informing the Government of the United States of America of completion of its internal legal procedures necessary for the entry into force of this Agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Kosovo the assurances of its highest consideration.

Embassy of the United States of America,

Pristina, February 18 2012





Republika e Kosovës
Republika Kosova - Republic of Kosovo
Qeveria - Vlada - Government

Ministria e Punëve të Jashtme – Ministarstvo Inostranih Poslova – Ministry of Foreign Affairs

VERBAL NOTE

Ref. No.: 043/12

The Ministry of Foreign Affairs of the Republic of Kosovo presents its compliments to the Embassy of the United States of America in Prishtina, and with reference to the Embassy's Diplomatic Note No. 12-0005 dated 18 February 2012, which reads as follows:

Begin Text

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Kosovo and has the honor to refer to recent discussions between representatives of our two Governments regarding issues related to United States military and civilian personnel (defined as members of the United States Armed Forces and civilian employees of the United States Department of Defense, respectively, hereafter referred to collectively as United States personnel) and United States contractors (defined as non-Republic of Kosovo companies and firms, and their employees who are not nationals of the Republic of Kosovo, under contract to the United States Department of Defense) who may be temporarily present in the Republic of Kosovo in connection with official visits, training, exercises, humanitarian activities, and other activities as mutually agreed.

As a result of these discussions, the Embassy proposes that United States personnel be accorded the status equivalent to that accorded to the administrative and technical staff of the United States Embassy under the Vienna Convention on Diplomatic Relations of April 18, 1961; that United States personnel may enter and exit the Republic of Kosovo with United States identification and with collective movement or individual travel orders; that the Republic of Kosovo shall accept as valid all professional licenses issued by the United States, its political subdivisions or States thereof to United States personnel for the provision of services to authorized personnel; and that the Republic of Kosovo authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate United States authorities

to United States personnel for the operation of vehicles. The Embassy further proposes that United States personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders.

The Government of the Republic of Kosovo recognizes the particular importance of disciplinary control by United States Armed Forces authorities over United States personnel and, therefore, authorizes the Government of the United States to exercise criminal jurisdiction over United States personnel while in the Republic of Kosovo.

The Embassy further proposes that the United States Department of Defense and United States personnel shall not be liable to pay any tax or similar charge assessed within the Republic of Kosovo and that the United States Department of Defense and United States personnel may import into, export out of, and use in the Republic of Kosovo any personal property, equipment, supplies, materiel, technology, training, or services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within the Republic of Kosovo. The Governments of the United States of America and the Republic of Kosovo shall cooperate to take such measures as may be necessary to ensure the security and protection of United States personnel, property, equipment, records, and official information in the Republic of Kosovo.

The Embassy proposes that vehicles operated by or, at the time, exclusively for the United States Department of Defense may enter, exit, and move freely within the territory of the Republic of Kosovo, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Aircraft owned and operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to payment of navigation, overflight, terminal, landing, parking or similar charges when in the territory of the Republic of Kosovo. The United States Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the security forces of the Republic of Kosovo. Aircraft of the United States Government shall be free from boarding and inspection.

The Embassy also proposes that the United States Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the Republic of Kosovo 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 Government of the United States of America. Acquisition of articles and services in the Republic of Kosovo by or on behalf of the United States Department of Defense in connection with activities under this Agreement shall not be subject to any taxes or similar charges in the Republic of Kosovo.

The Embassy further proposes that United States contractors shall not be liable to pay any tax or similar charge assessed within the Republic of Kosovo in connection with activities under this Agreement and that such contractors may import into, export out of, and use in the Republic of Kosovo any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with the United States Department of Defense in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within the Republic of Kosovo.

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Further, the Embassy proposes that the Parties waive any and all claims (other than contractual claims) against each other for damage to, loss, or destruction of the other's property or injury or death to personnel of either Party's armed forces or their civilian personnel arising out of the performance of their official duties in connection with activities under this Agreement. Claims by third parties for damages or loss caused by United States personnel shall be resolved by the United States Government in accordance with United States laws and regulations.

Finally, the Embassy proposes further that our two governments, or their designated representatives, may enter into implementing arrangements to carry out the provisions of this Agreement.

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The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Kosovo the assurances of its highest consideration.

End Text

The Ministry has, therefore, the honor to notify the Embassy that the above proposal is acceptable to the Government of the Republic of Kosovo and that the Embassy's Note and this Note in reply shall constitute an agreement between the Government of the Republic of Kosovo and the Government of the United States of America, which shall enter into force on the date of the written notification through the diplomatic channels from the Government of the Republic of Kosovo informing the Government of the United States of America of completion of its internal legal procedures necessary for the entry into force of this Agreement.

The Ministry of Foreign Affairs of the Republic of Kosovo avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

E.H.



Prishtina, 18 February 2012

Embassy of the United States of America,
Prishtina