

DEFENSE

Status of Forces

**Agreement Between the
UNITED STATES OF AMERICA
and SAINT LUCIA**

Effected by Exchange of Notes
April 23 and 30, 2013



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.”

SAINT LUCIA

Defense: Status of Forces

*Agreement effected by exchange of notes
April 23 and 30, 2013;
Entered into force April 30, 2013.*

No. 0335

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs, International Trade, and Investment of the Government of St. Lucia, and has the honor to propose an agreement between 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-Saint Lucia companies and firms, and their employees who are not nationals of Saint Lucia, under contract to the United States Department of Defense) who may be temporarily present in Saint Lucia in connection with ship visits, training, exercises, humanitarian activities, and other activities as mutually agreed.

The Embassy proposes that United States personnel be accorded the privileges, exemptions, and immunities equivalent to those accorded to the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic

DIPLOMATIC NOTE

Relations of April 18, 1961; that United States personnel may enter and exit Saint Lucia with United States identification and with collective movement or individual travel orders; that Saint Lucia 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 Saint Lucia 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 Saint Lucia 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 Saint Lucia.

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 Saint Lucia and that the United States Department of Defense and United States personnel may import into, export out of, and use in Saint Lucia 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 Saint Lucia. The Governments of the United States of America and Saint Lucia 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 Saint Lucia.

The Embassy proposes that vessels and 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 Saint Lucia, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Vessels and aircraft owned or operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to the payment of landing, parking, or port fees, pilotage charges, lighterage, and harbor dues at facilities owned and operated by the Government of Saint Lucia. 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 or similar charges when in the territory of Saint Lucia. 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 Armed Forces of Saint Lucia. Aircraft and

vessels 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 Saint Lucia 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 Saint Lucia 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 Saint Lucia.

The Embassy further proposes that United States contractors shall not be liable to pay any tax or similar charge assessed within Saint Lucia in connection with activities under this Agreement and that such contractors may import into, export out of, and use in Saint Lucia 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 Saint Lucia.

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 Saint Lucia 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 and Convention 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.

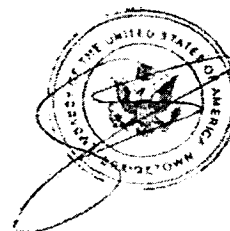
Finally, the Embassy proposes that our two governments or their designated representatives may enter into implementing arrangements to carry out the provisions of this Agreement.

If the foregoing is acceptable to the Government of Saint Lucia, 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 Ministry's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs, International Trade, and Investment of the Government of St. Lucia, the assurances of its highest consideration.

Embassy of the United States of America,

Bridgetown, April 23, 2013.





Note No. PE 90/ 2013

The Ministry of External Affairs, International Trade and Civil Aviation of Saint Lucia presents its compliments to the Embassy of the United States of America in Bridgetown and has the honor to refer to the latter's note No. 0335 of 23 April 2013 regarding issues related to the 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-Saint Lucia companies and firms, and their employees who are not nationals of Saint Lucia under contract to the United States Department of Defense) who may be temporarily present in Saint Lucia in connection with ship visits, training, exercises, humanitarian activities, and other activities as mutually agreed.

The Ministry has the further honor to confirm the Government of Saint Lucia's agreement with the proposals of the United States of America as set forth in the aforementioned diplomatic Note:

>That the United States personnel be accorded the privileges, exemptions, and immunities equivalent to those accorded to administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations of 18 April 1961; that United States personnel may enter and exit Saint Lucia with United States identification and with collective movement or individual travel orders; that Saint Lucia 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 Saint Lucia 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.

>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 Saint Lucia recognizes the particular importance of disciplinary control by the 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 Saint Lucia.

> That the United States Department of Defense and United States personnel shall not be liable to pay any tax or similar charge assessed within Saint Lucia and that the United States Department of Defense and United States personnel may import into, export out of, and use in Saint Lucia any personal property, equipment , supplies, material, 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 Saint Lucia. The Governments of the United States of America and Saint Lucia 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 Saint Lucia.

>That vessels and 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 Saint Lucia, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Vessels and aircraft owned or operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to the payment of landing, parking, or port fees, pilotage charges, lighterage, and harbor dues at facilities owned and operated by the Government of Saint Lucia. 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 or similar charges when in the territory of Saint Lucia. 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 Armed Forces of Saint Lucia. Aircraft and vessels of the United States Government shall be free from boarding and inspection.

>That the United States Department of Defense may contract for any material, supplies, equipment, and services (including construction) to be furnished or undertaken in Saint Lucia without restriction as to choice of contractor, supplier, or person who provides such material, 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 Saint Lucia 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 Saint Lucia.

>That United States contractors shall not be liable to pay any tax or similar charge assessed within Saint Lucia in connection with activities under this Agreement and that such contractors may import into, export out of, and use in Saint Lucia any personal property, equipment, supplies, material, 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 Saint Lucia.

> That United States contractors shall be granted the same treatment as United States personnel with respect to professional and drivers' licenses.

>That United State 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.

>That the Government of Saint Lucia 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 and Convention 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.

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

The Ministry of External Affairs, International Trade and Civil Aviation of Saint Lucia avails itself of this opportunity to renew to the Embassy of the United States of America in Bridgetown the assurances of its highest consideration.



Ministry of External Affairs, International Trade and Civil Aviation
Saint Lucia
30 April 2013