

DEFENSE

Status of Forces

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

Signed at Kigali May 28, 2020

Entered into force May 28, 2020



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.”

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

REGARDING

THE STATUS OF UNITED STATES FORCES

IN THE REPUBLIC OF RWANDA



The Government of the United States of America (hereinafter "the United States") and the Government of the Republic of Rwanda (hereinafter "Rwanda"), hereinafter collectively referred to as "the Parties" and singularly as a "Party;"

DESIRING to promote and strengthen closer bilateral defense and security cooperation,

Have agreed as follows:

ARTICLE I Scope and Purpose

This Agreement shall apply with regard to U.S. personnel and U.S. contractors who may be temporarily present in the territory of the Republic of Rwanda in connection with ship visits, training, exercises, humanitarian activities, and other activities as mutually agreed.

ARTICLE II Definitions

1. "U.S. personnel" means members of the U.S. Armed Forces and civilian employees of the U.S. Department of Defense.
2. "U.S. contractors" means non-Rwandan companies and firms, and their employees who are not nationals of Rwanda, under contract to the U.S. Department of Defense.

ARTICLE III Privileges, Exemptions, and Immunities

1. U.S. personnel shall 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 Relations of April 18, 1961.
2. Rwanda recognizes the particular importance of disciplinary control by U.S. Armed Forces authorities over U.S. personnel and, therefore, authorizes the United States to exercise criminal jurisdiction over U.S. personnel while in the territory of the Republic of Rwanda.

ARTICLE IV Entry, Exit, and Travel Documentation

1. U.S. personnel may enter and exit the territory of the Republic of Rwanda with U.S. identification and with collective movement or individual travel orders.

2. U.S. 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.

ARTICLE V Licenses

1. Rwanda shall accept as valid all professional licenses issued by the United States, its political subdivisions, or States thereof to U.S. personnel for the provision of services to authorized personnel.

2. Rwanda shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate U.S. authorities to U.S. personnel for the operation of vehicles.

ARTICLE VI Uniforms and Weapons

U.S. personnel are authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders.

ARTICLE VII Taxation

1. The U.S. Department of Defense and U.S. personnel shall not be liable to pay any tax or similar charge assessed within the territory of the Republic of Rwanda.

2. The U.S. Department of Defense and U.S. personnel may import into, export out of, and use in the territory of the Republic of Rwanda 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 territory of the Republic of Rwanda.

ARTICLE VIII Security

The Parties shall cooperate to take such measures as may be necessary to ensure the security and protection of U.S. personnel, property, equipment, records, and official information in the territory of the Republic of Rwanda.



ARTICLE IX
Payment of Fees and Other Charges

1. Aircraft, vessels, and vehicles operated by or, at the time, exclusively for the U.S. Department of Defense may enter, exit, and move freely within the territory of the Republic of Rwanda with respect for the relevant rules of air, maritime, and land safety and movement, and such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls.
2. Aircraft and vessels owned or operated by or, at the time, exclusively for the U.S. 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 Rwanda.
3. Aircraft owned or operated by or, at the time, exclusively for the U.S. Department of Defense shall not be subject to the payment of navigation, overflight, terminal, or similar charges when in the territory of the Republic of Rwanda.
4. The U.S. Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Rwandan Defense Force.
5. Aircraft and vessels of the U.S. Government shall be free from boarding and inspection.

ARTICLE X
Contracting and Contractors

1. The U.S. Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the territory of the Republic of Rwanda 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.S. laws and regulations.
2. Acquisition of articles and services in the territory of the Republic of Rwanda by or on behalf of the U.S. Department of Defense in connection with activities under this Agreement shall not be subject to any taxes or similar charges in the territory of the Republic of Rwanda.
3. U.S. contractors shall not be liable to pay any tax or similar charges assessed within the territory of the Republic of Rwanda in connection with activities under this Agreement. Such contractors may import into, export out of, and use in the territory of the Republic of Rwanda any personal property, equipment, supplies, materiel, technology, or services in fulfillment of contracts with the U.S. 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 territory of the Republic of Rwanda.
4. U.S. contractors shall be granted the same treatment as U.S. personnel with respect to professional and drivers' licenses.





ARTICLE XI
Telecommunications

Rwanda recognizes that it may be necessary for the U.S. Armed Forces to use the radio spectrum and, therefore, authorizes the U.S. Department of Defense 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. The United States, in the interest of avoiding mutually harmful interference, shall make every reasonable effort to coordinate the use of frequencies with the relevant Rwandan authorities concerning the use of frequencies.

ARTICLE XII
Claims

1. 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 to or death of 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.
2. Claims by third parties for damages or loss caused by U.S. personnel shall be resolved by the United States in accordance with U.S. laws and regulations.

ARTICLE XIII
Implementing Arrangements

The Parties, or their designated representatives, may enter into implementing arrangements to carry out the provisions of this Agreement. In the event of conflict between an implementing arrangement and this Agreement, the terms of this Agreement shall govern.

ARTICLE XIV
Settlement of Disputes

All disputes shall be resolved exclusively through consultation between the Parties, or their designated representatives, and shall not be referred to any national or international court, tribunal, or similar body, or to any third party for settlement, unless otherwise mutually agreed.

ARTICLE XV
Entry into Force and Amendment

1. This Agreement shall enter into force upon signature.
2. Upon entry into force, this Agreement shall supersede the Agreement Between the United States of America and the Republic of Rwanda regarding the status of United States military and civilian personnel of the United States Department of Defense who may be present in Rwanda in connection with the military airlift of Rwandan military forces in support of operations in Darfur and future mutually agreed activities, effected by exchange of notes at Kigali, July 5 and 11, 2005, which entered into force July 11, 2005, and the Agreement Between the United States of America and the Republic of Rwanda regarding the status of United States military and civilian personnel of the United States Department of Defense who may be present in Rwanda in connection with ACOTA training and other activities as mutually agreed, effected by exchange of notes at Kigali, August 21 and November 1, 2006, which entered into force November 1, 2006.
3. This Agreement may be amended by written agreement of the Parties.

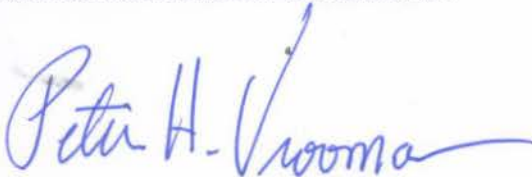
ARTICLE XVI
Duration and Termination

This Agreement shall continue in force unless terminated by either Party on at least one year's written notice, through diplomatic channels, to the other Party.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at KIGALI, on this 28th day of May, 2020 in duplicate, in the English language.

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**



**FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA:**

