

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN
CONCERNING
COOPERATION IN THE AREA OF THE PROMOTION OF DEFENSE
RELATIONS AND THE PREVENTION OF PROLIFERATION OF WEAPONS
OF MASS DESTRUCTION**

The Government of the United States of America and the Government of the Republic of Uzbekistan, hereinafter referred to as the Parties,

Desiring to enhance defense cooperation;

Desiring to facilitate the non-proliferation of weapons of mass destruction, and technology, materials and expertise related to such weapons;

Recognizing the efforts of both Parties to support the goal of non-proliferation of weapons of mass destruction, as strengthened by international regimes;

Desiring to prevent the illegal transfer and transportation of nuclear, biological, and chemical weapons and related materials, and technology and pathogens usable for their creation;

Recognizing the progress already achieved through cooperation in the area of the prevention of proliferation of weapons of mass destruction, and the promotion of defense relations,

Have agreed as follows:

ARTICLE I

1. The Government of the United States of America may, as agreed by the Parties, provide assistance as requested and deemed appropriate by the Government of the Republic of Uzbekistan in achieving the following objectives:
 - a. The establishment of verifiable measures against the proliferation of weapons of mass destruction through the territory of the Republic of Uzbekistan, and technology, materials, and expertise related to such weapons;
 - b. The development of measures that will prevent the illegal transfer or transportation of nuclear, biological, or chemical weapons and related materials as well as weapons usable technology and pathogens;

- c. The elimination or dismantlement of the infrastructure remaining on the territory of the Republic of Uzbekistan which may have directly supported weapons of mass destruction;
- d. The promotion of bilateral defense contacts, through regular meetings, visits and exchanges;
- e. Such other areas as agreed to in writing by the Parties.

2. The terms of this Agreement shall apply to any kind of assistance provided by the Government of the United States of America under this Agreement and under any subsequent implementing agreements and arrangements and to all personnel and activities required for the implementation of such agreements and arrangements. All material, equipment, training, and services provided in accordance with this Agreement shall be used exclusively for the purposes for which they are provided by the Government of the United States of America in support of the objectives listed in paragraph 1 of this Article.

ARTICLE II

In order to achieve mutually agreed objectives in the areas of cooperation listed in Article I, paragraph 1 of this Agreement, the Government of the United States of America may provide the following types of assistance to the Government of the Republic of Uzbekistan:

- a. Organization of bilateral and multilateral meetings regarding the prevention of proliferation of weapons of mass destruction and related technology;
- b. Organization of classroom and on-site training and instruction for Government personnel, scientists, and specialists from the Republic of Uzbekistan, as well as training in the United States on the subject of counterproliferation of technologies which may have application in the production of weapons of mass destruction;
- c. Provision of technical assistance to the Government of the Republic of Uzbekistan in areas of agreed bilateral cooperation;
- d. Provision or loan of material and equipment, including computers and computerized systems upon reaching a prior agreement on the terms and conditions for such provision or loan;
- e. Support for joint science and technology projects to prevent the proliferation of expertise in weapons of mass destruction;

- f. Formation of joint expert groups in order to coordinate and plan research associated with the area of nonproliferation of weapons of mass destruction;
- g. Provision of services;
- h. Support for defense contacts; and
- i. Such other types of assistance in the form of material, equipment, training, or services as may be agreed in writing by the Parties.

ARTICLE III

1. The Parties, through their Executive Agents, may enter into implementing agreements or arrangements as appropriate to accomplish the objectives set forth in Article I of this Agreement.
2. In case of any inconsistency between this Agreement and any implementing agreements, the provisions of this Agreement shall prevail.

ARTICLE IV

1. Each Party shall designate an Executive Agent to implement this Agreement. For the Government of the United States of America, the Executive Agent shall be the Department of Defense of the United States of America, unless the Government of the United States of America notifies the Government of the Republic of Uzbekistan otherwise. For the Government of the Republic of Uzbekistan, the Executive Agent shall be the Ministry of Foreign Affairs of the Republic of Uzbekistan, unless the Ministry of Foreign Affairs of the Republic of Uzbekistan notifies the Government of the United States of America otherwise.
2. Each Executive Agent shall have the right, following written notification to the other Executive Agent, to designate technical liaison representatives for material, equipment, training, and services provided pursuant to this Agreement.

ARTICLE V

1. The Government of the Republic of Uzbekistan shall facilitate the entry and exit of employees of the Government of the United States of America and contractor personnel of the United States of America into, out of, and within the territory of the Republic of Uzbekistan for the purpose of carrying out activities in accordance with this Agreement. Employees of the Government of the United States of America and contractor personnel of the United States of America who are present in Uzbekistan in connection with this Agreement have the right to travel without internal visas or other

restrictions throughout the entire territory of the Republic of Uzbekistan, except to sensitive installations and other facilities which are closed to the general public. Such personnel shall not be required to obtain permission from, or give advance notice to, the Government of the Republic of Uzbekistan for travel in the territory of the Republic of Uzbekistan.

2. Aircraft, other than regularly scheduled commercial aircraft, used by the Government of the United States of America in connection with activities pursuant to this Agreement in the Republic of Uzbekistan shall be free of customs charges, landing fees, navigation charges, port charges, tolls, and any other charges assessed in the territory of the Republic of Uzbekistan. Aircraft of the United States Department of Defense shall be free of customs inspections.

3. If an aircraft other than a regularly scheduled commercial aircraft is used by the Government of the United States of America for transportation to the Republic of Uzbekistan in connection with activities pursuant to this Agreement, its flight plan shall be filed in accordance with the procedures of the International Civil Aviation Organization applicable to civil aircraft, including in the remarks section of the flight plan a confirmation that the appropriate clearance has been obtained. The Government of the Republic of Uzbekistan shall provide parking and security protection for aircraft of the Government of the United States of America.

ARTICLE VI

Unless the written consent of the Government of the United States of America has first been obtained, the Government of the Republic of Uzbekistan, or its officers, employees, or agents shall not transfer title to, or possession of by gift, sale, or otherwise, any equipment, supplies, materials, technology, training or services provided pursuant to this Agreement to any person or entity, other than an officer, employee or agent of a Party to this Agreement and shall not permit the use of such equipment, supplies, materials, technology, training or services for purposes other than those for which it has been furnished. The Government of the Republic of Uzbekistan shall take all reasonable measures within its power to ensure the security of equipment, supplies, materials, technology, training or services provided pursuant to this Agreement and shall protect them against seizure, conversion or misuse.

ARTICLE VII

1. The Government of the Republic of Uzbekistan shall, in respect of legal proceedings and claims, other than contractual claims, hold harmless and indemnify the Government of the United States of America and its personnel, contractors, and contractors' personnel, for damages to property, or death or injury to any persons in the Republic of Uzbekistan, arising out of activities under this Agreement.

2. The provisions of this Article shall not prevent the Parties from providing compensation in accordance with their national laws.
3. Nothing in this Article shall be construed to prevent legal proceedings or claims against nationals of the Republic of Uzbekistan or permanent residents of the Republic of Uzbekistan.

ARTICLE VIII

The activities of the Government of the United States of America under this Agreement are subject to the availability of appropriated funds.

ARTICLE IX

Military and civilian employees of the Government of the United States of America present in the territory of the Republic of Uzbekistan for activities related to this Agreement shall be accorded privileges and immunities equivalent to those accorded administrative and technical staff personnel in accordance with the Vienna Convention on Diplomatic Relations of April 18, 1961. Nothing in this Agreement shall be construed to derogate from the privileges and immunities granted to any personnel under other agreements.

ARTICLE X

1. The Government of the United States of America, its personnel, contractors, and contractors' personnel shall not be liable in connection with activities under this Agreement to pay any tax or similar charges assessed within the territory of the Republic of Uzbekistan.
2. The Government of the United States of America, its personnel, contractors, and contractors' personnel may import into, export out of, and use in the Republic of Uzbekistan any equipment, supplies, materials, technology, training or services required to implement 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 Uzbekistan, but not from the procedures called for by the export control system.

ARTICLE XI

In the event that the Government of the United States of America awards contracts for the acquisition of articles and services, including construction, to implement this Agreement, such contracts shall be awarded 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 Uzbekistan by or on behalf of the Government of the United States of America in implementing this Agreement shall not be subject to any taxes, customs duties or similar charges assessed in the territory of the Republic of Uzbekistan.

ARTICLE XII

Upon written notification provided thirty days in advance, representatives of the Government of the United States of America shall have the right during the period of this Agreement, and for three years thereafter, to audit and examine the use of any equipment, supplies, materials, technology, training or services provided in accordance with this Agreement, at sites of their location or use, and shall have the right to audit and examine all records or documentation, wherever located, related to the use of equipment, supplies, materials, technology, training or services provided in accordance with this Agreement.

ARTICLE XIII

1. This Agreement shall enter into force upon signature and shall remain in force for seven years. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party to this Agreement upon ninety days written notification to the other Party of its intention to do so. Notwithstanding the termination of this Agreement or the implementing agreements, the obligations of the Republic of Uzbekistan in accordance with Articles VI and VII of this Agreement shall continue to apply without respect to time, unless otherwise agreed in writing by the Parties. Notwithstanding the termination of this Agreement or the implementing agreements, the rights of the Government of the United States of America under Article XII of this Agreement shall continue in accordance with the terms of that Article.

2. The Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Uzbekistan Concerning Cooperation in the Area of the Dismantlement of Weapons of Mass Destruction, the Prevention of Proliferation of Weapons of Mass Destruction, and the Promotion of Defense and Military Relations signed at Tashkent on June 27, 1997, shall be superseded upon entry into force of this Agreement.

3. Notwithstanding any provisions to the contrary of the Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Uzbekistan concerning Cooperation in the Area of Demilitarization of Chemical Weapons Associated Facilities and the Prevention of Proliferation of Chemical Weapons Technology signed at Tashkent on May 25, 1999, that Agreement shall be subject to the provisions of this Agreement, and, unless terminated by either party thereto upon ninety days written notification to the other party thereto of its intention to do so, shall remain in force for the duration of this Agreement.

DONE at Washington this fifth day of June, 2001, in the English language. An Uzbek language text shall be provided by the Republic of Uzbekistan, which text shall be considered equally authentic upon an exchange of notes between the Parties confirming its conformity with the English language text.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
REPUBLIC OF UZBEKISTAN:



5. Cooperative Threat Reduction Agreement

On June 5, 2001, Secretary of State Colin Powell and Uzbek Foreign Minister Abdulaziz Kamilov signed a Cooperative Threat Reduction Agreement in Washington to enable enhanced defense cooperation and joint work under the Department of Defense Cooperative Threat Reduction program to prevent the proliferation of weapons of mass destruction and technology and expertise. Specifically, as provided under _____ of the Agreement, cooperation will include the dismantlement of Soviet military, chemical and biological weapons facilities left on the territory of Uzbekistan at the time of independence.

INSERT from treaty—Julie Herr sending (16/11)

*if on
signature*