

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
ROMANIA
REGARDING THE
ACTIVITIES OF
UNITED STATES FORCES
LOCATED ON THE TERRITORY OF ROMANIA

The United States of America and Romania (hereafter "the Parties"):

Desiring to conclude an agreement on the enhanced cooperation between the United States of America and Romania; and

Affirming that such cooperation is based on full respect for the sovereignty of each Party and the purposes of the United Nations Charter and the obligations of the Parties resulting from other international agreements; and

Acknowledging that the presence of United States forces contributes to strengthening the security and stability of Romania and the region; and

Desiring to share in the responsibility of supporting those United States forces that may be present in the territory of Romania; and

Recognizing the application of the "Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces," done at London on June 19, 1951 (hereafter "the NATO SOFA"), entered into force for Romania on December 4, 2004, and the "Agreement between the United States of America and Romania Regarding the Status of United States Forces in Romania," signed in Washington, on October 30, 2001 (hereafter "SOFA Supplemental"), to United States forces and their activities when in the territory of Romania; and

Recognizing the need to enhance their common security, to contribute to international peace and stability, and to deepen cooperation in the areas of defense and security;

Have agreed as follows:

Article I
Definitions

For the purposes of this Agreement, the following terms are hereunder defined:

1. "United States forces" means the entity comprising the members of the force, the civilian component, and all property, equipment, and materiel of the United States Armed Forces present in Romania.
2. "Members of the force" means the "force" as used in Article I of the NATO SOFA.
3. "Designated Authorities" means the Department of Defense of the United States of America and the Ministry of National Defense of Romania.
4. The terms "civilian component", "dependent", and "United States contractor" shall have the meanings set forth in the SOFA Supplemental.
5. The term "agreed facilities and areas" means the public facilities and areas in Romania listed in Annex A, and such other public facilities and areas as may be mutually agreed by the Parties.

Article II
Use of Facilities and Areas

1. The United States forces shall be authorized access to and use of agreed facilities and areas with full respect for Romanian law. The technical details regarding the agreed facilities and areas shall be in accordance with Implementing Arrangements to be concluded for each facility and area. United States forces and United States contractors and vehicles, vessels, and aircraft operated by or for United States forces may use such agreed facilities and areas for training, transit, support and related activities, refueling of aircraft, temporary maintenance of vehicles, vessels, and aircraft, accommodation of personnel, communications, staging and deploying of forces and materiel, prepositioning of defense equipment, supplies, and

materiel, and for such other purposes as the Parties or their Designated Authorities may agree. When requested, Romania shall assist in facilitating United States forces' temporary access to public land, including that controlled by municipalities, and private land for use in support of United States forces' maneuver and training.

2. Romania shall furnish without rental or similar costs to United States forces, all agreed facilities and areas, including facilities and areas jointly used by United States and Romanian forces. United States forces will cover all necessary operational expenses associated with their use of agreed facilities and areas.

3. In making facilities and areas available, Romania shall give due regard to United States' operational and security concerns.

4. United States forces may undertake construction activities on, and make alterations and improvements to, agreed facilities and areas. The Romanian Designated Authority shall facilitate United States forces in these undertakings by ensuring that such construction, alterations and improvements have the necessary Romanian authorizations. United States forces shall consult with Romanian authorities on issues regarding such construction, alterations and improvements to ensure that the technical requirements and construction standards of any such projects undertaken or contracted directly by United States forces conform to the requirements of both U.S. and Romanian laws and regulations.

5. Where agreed facilities or areas are constructed or developed for joint use, such construction or development, and operations and maintenance costs thereof, shall be shared by the Parties on the basis of proportionate use, unless otherwise agreed.

Article III **Logistics Support**

1. Romania shall use its best efforts to provide to United States forces in Romania logistics support listed in Annex B, upon written request by the United States, to conduct activities under this Agreement.

2. The United States forces shall pay reasonable costs for logistics support requested and received. In this regard,

Romania shall accord to United States forces treatment no less favorable than is accorded to the Romanian Armed Forces, including charging United States forces rates no less favorable than those paid by the Romanian Armed Forces for similar support free from taxes, fees or similar charges.

3. As appropriate, such logistics support may be provided and reimbursement made in accordance with the Acquisition and Cross-Servicing Agreement between the Department of Defense of the United States of America and the Ministry of National Defense of Romania, signed in Bucharest, on May 17, 2002 and in Stuttgart, on May 20, 2002 and the Implementing Arrangement between the Ministry of National Defense of Romania and the Department of Defense of the United States of America concerning Mutual Logistics Support, of March 20, 2003.

4. Procedures for payment of logistics support not provided for under the Agreement noted in paragraph 3 above shall be established through Implementing Arrangements to this Agreement.

ARTICLE IV **Property Ownership**

1. Romania shall retain ownership of, and title to, agreed facilities and areas made available to United States forces under this Agreement. United States forces shall return to Romania any agreed facility or area, or any portion thereof, once no longer needed by United States forces. The Parties or their Designated Authorities shall consult regarding the terms of return of any agreed facility or area, including possible compensation for improvements or construction.

2. The United States and United States contractors shall retain title to all equipment, materiel, supplies, relocatable structures, and other movable property they have imported into or acquired within Romania in connection with this Agreement.

Article V **Prepositioning of Defense Equipment, Supplies and Materiel**

1. United States forces may preposition defense equipment, supplies, and materiel within the territory of Romania at agreed facilities and areas or as otherwise mutually agreed by the Parties in Implementing Arrangements to this Agreement. United States forces shall notify, in advance, Romania regarding the

types, quantities and delivery schedules of defense equipment, supplies and materiel the United States forces intend to preposition in Romania, as well as the respective contractors who will make such deliveries.

2. Agreed facilities and areas designated for storage of prepositioned defense equipment, supplies, and materiel shall be for the exclusive use of United States forces, and full title to all equipment, supplies and materiel remains with the United States. United States forces shall have control over the use and disposition of defense equipment, supplies and materiel that they store in Romania and shall have the right to remove such items from Romania.

3. United States forces and United States contractors shall have unimpeded access to storage facilities for all matters relating to the storage of defense equipment, supplies and materiel, including delivery, management, inspection, use, maintenance and removal of such equipment, supplies and materiel. Aircraft, vehicles and vessels operated by or for United States forces shall have access to the aerial and seaports of Romania, and such other locations as may be agreed upon by the Parties, for the delivery to, storage and maintenance in, and removal from Romania of defense equipment, supplies and materiel.

Article VI **Security**

1. Romania shall take all reasonable measures within its power to ensure the protection, safety and security of United States forces property from seizure by or conversion to the use of any party other than the United States, without the prior written consent of the United States.

2. United States forces are authorized to provide security for their movement outside of the agreed facilities and areas, as mutually agreed.

Article VII **Movement of Aircraft and Vehicles**

Vessels and vehicles operated by or exclusively for United States forces may enter, exit, and move freely within the territory of Romania with full respect for the relevant rules of land and maritime safety and in accordance with procedures mutually agreed between the Parties or their Designated

Authorities. United States Government aircraft, vessels and vehicles shall be free from inspection. United States Government aircraft and civil aircraft that are at the time operating exclusively under contract to the United States Department of Defense are authorized to over-fly, conduct aerial refueling, land, and takeoff within the territory of Romania, with full respect for the relevant rules of air safety and in accordance with procedures mutually agreed between the Parties or their Designated Authorities.

Article VIII
Utilities

United States forces and United States 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 Romanian Armed Forces or Government of Romania in like circumstances, free from taxes or other government fees or charges. United States forces' costs will be equal to their pro rata share of the use of such utilities.

Article IX
Professional Licenses

For the purposes of this Agreement, Romania shall accept as valid all professional licenses issued by the United States, its political subdivisions or States thereof to members of the force, members of the civilian component, and United States contractors for the provision of services to members of the force, members of the civilian component, dependents, United States contractors, and other authorized personnel.

Article X
Labor

Local civilian labor requirements of United State forces shall be satisfied under a direct hire system. The conditions of employment, work and, in particular, wages, supplementary payments and conditions for the protection of workers, shall be those laid down by the legislation of Romania to the extent that such legislation is not inconsistent with the provisions of this Agreement.

Article XI
Implementing Arrangements

1. As appropriate, the Parties or their Designated Authorities may enter into Implementing Arrangements to carry out the provisions of this Agreement. The Arrangements concluded by the Designated Authorities shall enter into force upon the date of their signature.

2. The Parties agree to establish a Joint Committee to be led by the Designated Authorities to facilitate implementation of this Agreement.

Article XII
Banking Matters

United States forces may enter into contracts with financial institutions to maintain and operate banking activities, credit unions, and other financial activities on agreed facilities and areas or other locations as otherwise agreed between the Parties or their Designated Authorities for the exclusive use of United States forces, United States contractors and dependents. These activities shall be maintained and operated under United States military regulations and shall be authorized to maintain bank accounts in the currency of the United States and the currency of Romania and to perform all financial transactions in connection therewith.

Article XIII
Participation of Foreign Forces in Training Activities

United States forces may invite, with prior consent of Romania, foreign military forces to participate in training activities on Romanian territory. Matters concerning the status and privileges afforded to these invited foreign military forces will be as agreed between such forces and Romania.

Article XIV
Protection of the Environment

The Parties agree to implement this Agreement in a manner consistent with the protection of the natural environment and human health. The United States confirms its commitment to respect relevant Romanian environmental law in the execution of its policies. Romania confirms its policy to implement its environmental laws, regulations, and standards with due regard for the health and safety of United States forces, United States

contractors and dependents. The obligations of the Parties concerning the environment will be specified in an Implementing Arrangement.

Article XV
Interpretation and Disputes

Any issue or dispute regarding the interpretation or application of this Agreement shall be resolved by consultations between the Parties, and will not be referred to any national or international tribunal or any third party for settlement.

Article XVI
Entry into Force, Duration, Termination, and Amendment

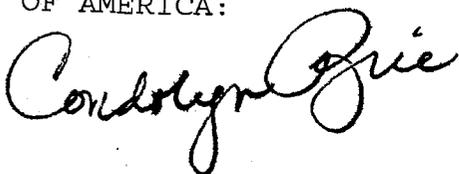
1. This Agreement, of which Annexes A and B form an integral part, shall enter into force upon the date of the receipt by the United States of written notification through diplomatic channels from Romania indicating that its internal legal requirements necessary to bring the Agreement into force have been fulfilled, and shall have an initial term of ten years. Thereafter, this Agreement shall continue in force unless terminated by either Party on one year's written notice to the other Party through diplomatic channels.

2. This Agreement may be amended by written agreement of the Parties and such amendments shall enter into force in accordance with paragraph 1 above.

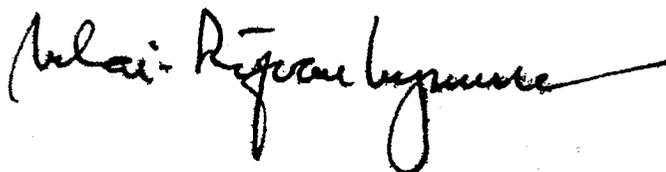
IN WITNESS THEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Bucharest, this 6th day of December, 2005, in duplicate, in the English and Romanian languages, both texts being equally authentic.

FOR THE UNITED STATES
OF AMERICA:



FOR ROMANIA:



ANNEX A**FACILITIES**

SMARDAN TRAINING RANGE

BABADAG TRAINING AREA AND RAIL HEAD

MIHAIL KOGALNICEANU AIR BASE, CO-LOCATED WITH 34TH MECHANIZED
BRIGADE BASE

CINCU TRAINING RANGE

Maneuver area comprised of areas in Tulcea and Constanta counties ("Judetul" in Romanian), bounded generally by the towns of Babadag in the north, Babadag Training Area in the east, Tariverde in the south and Horia in the west.

ANNEX B

Logistics Support

For the purposes of this Agreement, the following categories of logistic are encompassed by Article III thereof:

Accommodations;

Maintenance and repair services, including storage;

Water, potable and non-potable, including distribution and storage;

Food, perishable and non-perishable;

Fuel, to include storage, distribution and quality control services;

Land, sea and air transportation services;

Utilities and services, including power and communications;

Civilian labor requirements;

Medical support and services;

Air service for aircraft and cargo; and

Other appropriate support as mutually agreed.