

Embassy of the United States of America

Note No. 085/06

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Foreign Trade of Jamaica and has the honor to present the attached amended text of the Agreement between the Government of Jamaica and the Government of the United States, which would constitute a short-term Status of Forces Agreement (SOFA) for the Tradewinds exercise scheduled to be conducted in Jamaica from 25 March through 7 April 2006.

The Embassy of the United States of America accepts the changes proposed by the Government of Jamaica in its Diplomatic Note dated March 6, 2006, and has amended the attached text accordingly. Furthermore, the Embassy of the United States of America has removed Paragraph 9 of the draft transmitted to the Government of Jamaica via Diplomatic Note dated February 17, 2006 (Draft) and amended the second sentence of Paragraph 13 of the Draft to address the concerns raised by the Government of Jamaica in its Diplomatic Note dated March 6, 2006.

The Embassy of the United States of America respectfully requests that the Government of Jamaica review the attached text and inform the Embassy in writing, as soon as possible given the March 25 commencement date of the exercise, if it accepts the SOFA.

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



The Embassy of the United States of America

Kingston, March 17, 2006.

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Foreign Trade of Jamaica 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 of the United States Department of Defense (collectively referred to as United States personnel) who may be present in Jamaica in connection with Exercise Tradewinds 2006 (25 March-7 April), hereafter referred to as "agreed activities." As a result of these discussions, the Embassy proposes that, in addition to the privileges provided to the visiting forces of a designated state under the Visiting Forces Act, 1975, the following shall apply to the United States personnel who may be present in Jamaica in connection with agreed activities until their departure from Jamaica.

United States personnel may enter and exit Jamaica with United States identification and with collective movement or individual travel orders and such personnel shall be authorized to wear uniforms while performing official duties. United States personnel may deploy with all authorized unit and individual equipment and shall be permitted to carry weapons when their orders call for it.

If Jamaican authorities detain any United States personnel, the Jamaican authorities shall immediately notify the Embassy of the United States of America in Jamaica. Jamaican and United States military police investigators shall cooperate in the investigation of any crime believed to have been committed by or against United States personnel. It shall be the responsibility of United States personnel to respect the laws of Jamaica and to abstain from any activity inconsistent with the spirit of this agreement. Authorities of the Government of the United States of America shall take necessary measures to that end.

The Embassy also proposes that the Government of Jamaica accord exemption from inspection and taxation on products, services, property, materiel, equipment, vehicles, vessels, and aircraft imported into, acquired in, or exported from Jamaica by or on behalf of the United States Government or United States personnel in connection with agreed activities; and that the parties shall cooperate in taking such steps as shall be necessary to the security of United States personnel and property in Jamaica.

The Embassy further proposes that title to United States government property (such as equipment, materiel, supplies, and other property) imported into or acquired in Jamaica by or on behalf of the United States armed forces in connection with agreed activities shall remain with the United States government, which may remove such property from Jamaica at any time, free from export duties, taxes, and other charges. The exemption provided in this paragraph shall also extend to any duty, tax or other charge that is assessed upon such property after importation into or acquisition in Jamaica. Such property may be removed from Jamaica, or disposed of therein, provided that disposition of such property in Jamaica to persons or entities not entitled to exemption from applicable taxes or duties shall be subject to payment of such taxes and duties by such persons or entities.

Baggage, personal effects, and other property for the personal use of United States personnel present in Jamaica in connection with agreed activities may be imported into and exported from Jamaica free of all inspections.

The Embassy further proposes that vehicles, vessels, and aircraft owned or operated by or for the United States armed forces present in Jamaica in connection with agreed activities shall not be subject to the payment of landing or port fees, pilotage charges, navigation, overflight or parking charges, or lighterage or harbor dues while in Jamaica; however, the United States armed forces shall pay reasonable charges for services requested and received. Maintenance, control, and security of equipment are the responsibility of the United States Government. Jamaican authorities shall accept as valid, without a driving fee or test, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles. United States personnel in Jamaica shall enjoy freedom of movement and shall be enabled to undertake those activities deemed necessary for the performance of their mission. Vehicles owned by the United States need not be registered, but shall have appropriate identification markings.

The Government of Jamaica shall accept as valid professional licenses issued by the appropriate United States government authorities to United States personnel.

The Embassy also proposes that both governments shall waive any and all claims (other than contractual claims) against each other for personal injury to or death of their military or civilian personnel, or for damage, loss, or destruction of the other's property arising out of the activities covered by this agreement. The United States Government shall pay, in accordance with United States law, fair and reasonable compensation in settlement of meritorious claims by third parties arising out of acts or omissions of United States personnel, or which are otherwise incident to agreed activities of the United States armed forces under this agreement.

The United States armed forces and United States personnel present in Jamaica in connection with agreed activities may use water, electricity, and other public utilities and facilities on terms and conditions, including rates and charges, no less favorable than those available to the Jamaican armed forces, in like circumstances, unless otherwise agreed. The Government of Jamaica shall, upon request, assist United States authorities in obtaining water, electricity, and other public utilities and facilities.

Jamaican authorities shall permit the United States armed forces and United States personnel present in Jamaica in connection with agreed activities to use radio communications for the conduct of the official duties of the United States personnel. The responsible Jamaican authorities shall notify the United States armed forces of the radio frequencies to be used for local and international official duties.

In the event that agreed activities involve the use of contractors, the United States government may award contracts for the acquisition of articles and services, in accordance with its laws and regulations. The United States government shall have the right to choose such contractors, and United States contractors and their employees who are not normally resident in Jamaica shall be accorded the same privileges as United States armed forces and civilian personnel with regard to the export, import, and acquisition of goods and equipment for official use.

Additional arrangements as may be necessary may be entered into by the appropriate authorities of the two governments.

If the foregoing is acceptable to the Government of Jamaica, the Embassy proposes that this note, together with the Ministry's reply, shall constitute an agreement between the two governments, which shall enter into force on the date of the Ministry's reply.



Reference No. 358/803/3

The Ministry of Foreign Affairs and Foreign Trade presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No. 051/06 dated 17th February 2006, which transmitted the text of an agreement on additional privileges and immunities which would apply to the United States military and civilian personnel of the United States Department of Defense (collectively referred to as United States personnel) who may be present in Jamaica in connection with Exercise Tradewinds 2006 (25th March – 7th April), hereafter referred to as the agreed activities. The privileges and immunities are additional to those provided to the visiting force of a designated state under the Visiting Forces Act 1975.

The Ministry agrees that the Embassy's Note and the Ministry's reply as follows shall constitute an agreement:

The Government of Jamaica agrees that United States personnel may enter and exit Jamaica with United States identification and with collective movement or individual travel orders and such personnel shall be authorized to wear uniforms while performing official duties. United States personnel may deploy with all authorized unit and individual equipment and shall be permitted to carry weapons when their orders call for it.

The Government of Jamaica agrees that if Jamaican authorities detain any United States personnel, the Jamaican authorities shall immediately notify the Embassy in Jamaica. Jamaican and United States military police investigators shall cooperate in the investigation of any crime believed to have been committed by or against United States personnel. It shall be the responsibility of United States personnel to respect the laws of Jamaica and to abstain from any activity inconsistent with the spirit of this agreement. Authorities of the Government of the United States of America shall take necessary measures to that end.

The Government of Jamaica acknowledges that it will exempt from inspection and taxation on products, services, property, material, equipment, vehicles, vessels and aircraft imported into, acquired in, or exported from Jamaica by or on behalf of the United States Government or United States personnel in connection with agreed activities; and that the parties shall cooperate in taking such steps as shall be necessary to the security of United States personnel and property in Jamaica.

The Government of Jamaica further agrees that title to United States Government property (such as equipment, material, supplies, and other property) imported into or acquired in Jamaica by or on behalf of



the United States armed forces in connection with agreed activities shall remain with the United States government, which may remove such property from Jamaica at any time, free from export duties, taxes, and other charges. The exemption provided in this paragraph shall also extend to any duty, tax or other charge that is assessed upon such property after importation into or acquisition in Jamaica. Such property may be removed from Jamaica, or disposed of therein, provided that disposition of such property in Jamaica to persons or entities not entitled to exemption from applicable taxes or duties shall be subject to payment of such taxes and duties by such persons or entities.

Baggage, personal effects, and other property for the personal use of United States personnel present in Jamaica in connection with agreed activities may be imported into and exported from Jamaica free of all inspections.

The Government of Jamaica further accepts that vehicles, vessels, and aircraft owned or operated by or for the United States armed forces present in Jamaica in connection with agreed activities shall not be subject to the payment of landing or port fees, pilotage charges, navigation, overflight or parking charges, or lighterage or harbor dues while in Jamaica; however, the United States armed forces shall pay reasonable charges for services requested and received. Maintenance, control, and security of equipment are the responsibility of the United States Government. Jamaican authorities shall accept as valid, without a driving fee or test, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles. United States personnel in Jamaica shall enjoy freedom of movement and shall be enabled to undertake those activities deemed necessary for the performance of their mission. Vehicles owned by the United States need not be registered, but shall have appropriate identification markings.

The Government of Jamaica shall accept as valid professional licenses issued by the appropriate United States Government authorities to United States personnel.

The Government of Jamaica shall accept full responsibility for, and shall hold the United States Government harmless from, any and all claims arising from the use of projects constructed, or in the process of being constructed in whole or in part, during exercise or other agreed activities of United States personnel present in Jamaica pursuant to the terms of this agreement.

The Government of Jamaica agrees with the Embassy that both governments shall waive any and all claims (other than contractual claims) against each other for personal injury to or death of their military or civilian personnel, or for damage, loss, or destruction of the other's property arising out of the activities covered by this agreement. The United States Government shall pay, in accordance with United States law, fair and reasonable compensation in settlement of meritorious claims by third parties arising out of acts



or omissions of United States personnel or which are otherwise incident to agreed activities of the United States armed forces under this agreement.

The Government of Jamaica accepts that the United States armed forces and United States personnel present in Jamaica in connection with agreed activities may use water, electricity, and other public utilities and facilities on terms and conditions, including rates and charges no less favourable than those available to the Jamaican armed forces, in like circumstances, unless otherwise agreed. The Government of Jamaica shall, upon request, assist United States authorities in obtaining water, electricity, and other public utilities and facilities.

Jamaican authorities shall permit the United States armed forces and United States personnel present in Jamaica in connection with agreed activities to use radio communications for the conduct of the official duties of the United States personnel. The responsible Jamaican authorities shall notify the United States armed forces of the radio frequencies to be used for local and international official duties.

The Government of Jamaica acknowledges that in the event that agreed activities involve the use of contractors, the United States government may award contracts for the acquisition of articles and services, in accordance with its laws and regulations. The United States government shall have the right to choose such contractors, and United States contractors and their employees who are not normally resident in Jamaica shall be accorded the same privileges as United States armed forces and civilian personnel with regard to the export, import, and acquisition of goods and equipment for official use.

Additional arrangements as may be necessary may be entered into by the appropriate authorities of the two governments.

If the foregoing is acceptable to the Embassy of the United States, the Government of Jamaica agrees that the Embassy's Note No 085/06 of March 17, 2006 and this Note in reply shall constitute an agreement between the two governments, which shall enter into force on the date of the Ministry's reply.

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



Embassy of United States of America
KINGSTON
20th March 2006