

AGREEMENT**CONCERNING COOPERATION IN THE AREA OF THE PREVENTION OF
PROLIFERATION OF WEAPONS OF MASS DESTRUCTION,
AND THE PROMOTION OF DEFENSE AND MILITARY RELATIONS**

The Government of the United States of America and the Government of Macedonia,

With a view to countering the proliferation of weapons of mass destruction, and technology, materials, and expertise related to such weapons;

Desiring to prevent the unauthorized transfer and transportation, including transit, of nuclear, biological, and chemical weapons and related materials, technology and expertise;

Understanding that cooperation under this Agreement also extends to radioactive materials (including, but not limited to, radioactive sources) suitable for use in radiological dispersal devices.

Desiring to promote cooperation between the Government of the United States of America and the Government of Macedonia in the area of defense and military relations;

Have agreed as follows:

ARTICLE I

The Government of the United States may, as appropriate, assist the Government of Macedonia in achieving the following objectives:

- (a) Countering the proliferation of weapons of mass destruction as well as related technology, materials and expertise into and from Macedonia;
- (b) Preventing the unauthorized transfer, including transit and transportation, of nuclear, biological or chemical weapons and related materials, technology and expertise;
- (c) Ensuring the safe and secure storage and transportation of weapons of mass destruction;
- (d) Promoting defense and military relations, including but not limited to, regular meetings between senior and mid-level military officials, visits and exchanges and other bilateral contact activities;
- (e) Such other objectives as are mutually agreed to in writing by the Parties.

ARTICLE II

1. The Parties, through their Executive Agents as well as through other ministries and agencies of the Parties, may enter into implementing agreements or arrangements as appropriate to accomplish the objectives set forth in Article I of this Agreement.

Implementing agreements or arrangements may include but will not be limited to:

(a) Provisions concerning access to material, training or services provided at sites or for purposes of monitoring and inspection; and

(b) Provisions concerning audits and examinations, oversight and management.

2. In case of any inconsistency between this Agreement and any implementing agreements or arrangements, the provisions of this Agreement shall prevail.

ARTICLE III

Each Party shall designate an Executive Agent to implement this agreement. For Macedonia, the Executive Agent shall be the Ministry of Defense, unless Macedonia otherwise notifies the Government of the United States. For the Government of the United States, the Executive Agent shall be the Department of Defense, unless the Government of the United States otherwise notifies the Government of Macedonia.

ARTICLE IV

Except as otherwise provided in this Agreement or in an Implementing Agreement, the terms of this Agreement shall apply to all equipment, supplies, material or other goods, technology, training or services provided in accordance with this Agreement or implementing agreements, and to all related activities and personnel. All equipment, supplies, material or other goods, technology, training or 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.

ARTICLE V

1. The Government of Macedonia shall facilitate the entry and exit of employees of the Government of the United States and contractor personnel of the United States into and out of the territory of Macedonia for the purpose of carrying out activities in accordance with this Agreement.

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

3. If an aircraft other than a regularly scheduled commercial aircraft is used by the Government of the United States for transportation to Macedonia, its flight plan shall be filed in accordance with the procedures of the International Civil Aviation Organization (ICAO) 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 Macedonia shall provide, at no expense to the Government of the United States, fuel, parking, security protection, and servicing for aircraft of the Government of the United States.

ARTICLE VI

Unless the written consent of the Government of the United States has first been obtained, the Government of Macedonia shall not claim title to or transfer title or possession of any equipment, supplies, material or other goods, 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, material or other goods, technology, training or services for purposes other than those for which they have been furnished. The Government of Macedonia shall take all reasonable measures within its power to ensure the security of equipment, supplies, material or other goods, technology, training or services provided pursuant to this Agreement and shall protect them against seizure or misuse.

ARTICLE VII

1. The Government of Macedonia shall, in respect of legal proceedings and claims, other than contractual claims, hold harmless and indemnify the Government of the United States and its personnel, contractors, and contractors' personnel, for damages to property, or death or injury to any persons in Macedonia, 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 respective national laws.
3. Nothing in this Article shall be construed to prevent legal proceedings or claims against nationals of Macedonia or persons ordinarily resident in Macedonia.

ARTICLE VIII

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

ARTICLE IX

Military and civilian personnel of the Government of the United States (including members of the Armed Forces of the United States of America) present in the territory of Macedonia 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.

ARTICLE X

1. The Government of the United States, its personnel, contractors, and contractors' personnel shall not be liable to pay any tax or similar charges assessed by the Government of Macedonia or any of its instrumentalities or subdivisions in connection with activities undertaken in accordance with this Agreement.

2. The Government of the United States, its personnel, contractors, and contractors' personnel may import into, and export out of, Macedonia any equipment, supplies, material or other goods, technology, training or services required to implement this agreement. Such importation and exportation of articles or services shall not be subject to any customs inspections, and shall be exempt from any license, other restrictions, customs duties, taxes or any other charges assessed by the Government of Macedonia or any of its instrumentalities or subdivisions.

ARTICLE XI

In the event that the Government of the United States 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. Acquisition of articles and services in Macedonia by or on behalf of the Government of the United States in implementing this agreement shall not be subject to any taxes, customs duties or similar charges assessed by the Government of Macedonia or any of its instrumentalities or subdivisions.

ARTICLE XII

Upon written request provided thirty days in advance, representatives of the Government of the United States 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, material or other goods, 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 related to the use of equipment, supplies, material or other goods, technology, training or services provided by the Government of the United States in accordance with this Agreement.

ARTICLE XIII

This Agreement shall enter into force upon signature by both Parties 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 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 Government of Macedonia in accordance with Articles VI, VII, IX, and X 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 under Article XII shall continue to apply in accordance with the terms of that Article.

Done at Skopje this 11 day of October 2004, in duplicate, each in the English and Macedonian languages, both texts being equally authentic.

For the Department of Defense
of the United States of America:



For the Ministry of Defense
of Macedonia:

