

Embassy of the United States of America

Note No. 111/03

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Foreign Trade of the Government of Jamaica and has the honor to inform the Ministry of Foreign Affairs that the proposals set forth in the Ministry of Foreign Affairs' note (358/803/03) are acceptable to the Government of the United States of America and to confirm that the Ministry's note and this reply shall constitute an agreement between our Governments, which shall enter into force on this date.

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

The Embassy of the United States of America

Kingston, April 28, 2003



DIPLOMATIC NOTE



Ref No: 358/803/03

The Ministry of Foreign Affairs and Foreign Trade presents its compliments to the Embassy of the United States and has the honour to respond to the request that the Government of Jamaica grant clearance for United States military personnel and equipment to be deployed to Jamaica during the period 15th April 2003 to 7th May 2003.

The Ministry has the further honour of responding to the Embassy's request contained in Diplomatic Note 239/02 of 6th September 2002 that the exercise be conducted in accordance with the proposed Agreement contained in this Note.

The Government of Jamaica agrees that the exercise will be conducted in accordance with the terms contained in Diplomatic Note No 239/02 as amended below.

This deployment is proposed to conduct *Exercise Tradewinds 2003*, a multi-national training exercise coordinated with the Jamaica Defence Force. *Exercise Tradewinds 2003* is scheduled for 26th April 2003 to 3rd May 2003 and will be conducted in Jamaican Territorial waters. The United States Coast Guard Cutter *Gentian* (WIX-219) will be participating, as well as personnel from the United States Southern Command (USSOUTHCOM) and other United States Coast Guard personnel.

As used in this Agreement, "United States personnel" shall mean military and civilian personnel of the United States Armed Forces temporarily present in Jamaica in connection with military exercises.

It shall be the responsibility of the United States personnel to respect the laws of Jamaica and to abstain from any activity inconsistent with the spirit of the Agreement herein described. United States authorities will take necessary measures to that end.



The Government of Jamaica acknowledges that United States personnel are personnel from a designated State under the Visiting Forces Act of 1975, and are entitled to the status granted to such personnel. The Government of Jamaica further proposes that such United States forces temporarily assigned to Jamaica shall enjoy freedom of movement and the right to undertake those activities deemed necessary for the performance of their mission and for the support of their personnel, and that such personnel shall undertake to respect local regulations. If, Jamaican authorities detain any United States personnel, the Jamaican authorities shall notify the Embassy of the United States of America in Kingston, Jamaica in accordance with existing conventions. The Government of Jamaica and the Government of the United States of America confirm that US personnel may not be surrendered to, or otherwise transferred to, the custody of an international tribunal or any other entity or state without the express consent of the Government of the United States.

United States personnel may enter and leave Jamaica with United States Government identification and collective movement or individual travel orders. Passports and visas will not be required.

United States personnel may wear their uniforms while performing official duties in Jamaica.

Jamaican authorities shall accept as valid, without a driving test or fee, a driving permit or license issued by the appropriate United States authority to United States personnel for the operation of military or official vehicles.

Jamaica shall accept as valid, medical licenses issued to United States personnel by the appropriate U.S. authorities for purposes of medical activities performed on U.S. personnel in the course of the exercise.

The Government of Jamaica accepts that both Governments shall waive any and all claims (other than contractual claims) against each other for personal injury to or death, 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. Additional arrangements as may be necessary may be entered into by the appropriate authorities of the two Governments.

All equipment brought to Jamaica to support this exercise, will be returned to the United States at the completion of this exercise. Jamaica shall accord duty-free treatment and exemption from internal taxation, inspections, duties, and any other charges upon importation or exportation of products, property, materials, or equipment imported into or acquired in Jamaica by or on behalf of the United States Forces or United States personnel in connection with this exercise. Title to such property 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 charges, which would otherwise be assessed upon such property after importation into, or acquisition in Jamaica. Such property may be removed from Jamaica, or disposed 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 may be imported into and used in Jamaica free from all inspections, taxes, and other charges during the period of their service in Jamaica. Such property shall not normally be exported or transferred to other United States personnel. Transfers of such property to persons or entities in Jamaica not entitled to import privileges may be made only under terms and conditions including payment of applicable duties and taxes imposed by Jamaica. The exportation of such property and of property acquired in Jamaica by United States personnel shall be free from all duties, taxes, and other charges.

The United States Armed Forces and United States personnel may use water, electricity, and other public utilities and facilities on terms and conditions, including rates or charges, no less favourable than those available to the Jamaica Defence Force, in like circumstances, unless otherwise agreed. Jamaica shall, upon request, assist United States authorities in obtaining water, electricity, and other public utilities and facilities necessary to conduct this exercise.

Jamaican authorities shall permit the United States Armed Forces and United States personnel to utilize radio communication for the conduct of official duties of the United States personnel. Jamaica shall notify the United States Armed Forces of the radio frequencies for local and international official communication to be used for this purpose. United States personnel may deploy with all authorized units and individual equipment and weapons. Maintenance, control, and security of equipment are the responsibility of the United States Armed Forces. Vehicles, vessels, and aircraft owned or operated by or for the United States Armed Forces shall not be subject to the payment of landing or port fees, pilotage charges, navigation or overflight charges, or tolls or other use charges, including light and harbour duties while in Jamaica. However, the United States Armed Forces shall pay reasonable charges for services requested and received. United States Armed Forces shall not be subject to compulsory pilotage in Jamaica. Aircraft operated by or for the United States Armed Forces shall observe local air traffic control regulations while in Jamaica. Vessels owned or operated by or for the United States shall not be subject to compulsory pilotage in Jamaica.

United States and Jamaican authorities may cooperate in taking such steps as may be necessary to ensure the security of United States personnel and property in Jamaica pursuant to the provisions herein described.



Arrangements to implement the proposals herein described may be entered into by appropriate authorities of the two Governments as appropriate. Any differences regarding the interpretation or application of the provisions herein described shall be resolved by consultation between the two Governments.

If the foregoing is acceptable to the Government of the United States of America, this Note and the United States's Note in reply shall constitute an Agreement between the two Governments, which shall enter into force upon the date of reply, with effect from 1st April 2003 and remain in force through 7th May 2003.

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



The Embassy of the United States of America
Kingston, April 28, 2003

MINISTRY OF FOREIGN AFFAIRS AND FOREIGN TRADE
JAMAICA