

**Agreement between the Government of the United States of America and  
the Government of the Republic of Serbia on Status Protections and Access to and Use of  
Military Infrastructure in the Republic of Serbia**

The Government of the United States of America (hereafter, the United States) and the Government of the Republic of Serbia (hereafter, Serbia) (hereafter, the Parties):

Desiring to conclude an agreement on enhanced defense cooperation between the United States and Serbia;

Affirming that such cooperation is based on full respect for the sovereignty of each Party and the purposes of the United Nations Charter;

Recognizing the desire of the Parties to share the burden to support those United States forces that may be present in the Republic of Serbia in conjunction with such cooperation; and

Recognizing the need to enhance their common security, to contribute to international peace, and to build closer cooperation;

Have agreed as follows:

**Article I**  
**Definitions**

1. "U.S. Armed Forces" means the entity comprising the members of the force, Department of Defense civilian personnel, and all property, equipment and materiel of the U.S. Armed Forces present in the Republic of Serbia.
2. "United States personnel" means the members of the U.S. Armed Forces and U.S. Department of Defense civilian personnel who may be temporarily present in the Republic of Serbia in connection with activities under this Agreement.
3. "United States contractors" means non-Serbian companies and firms and their non-Serbian employees under contract to the U.S. Department of Defense who may be temporarily present in the Republic of Serbia in connection with activities under this Agreement.
4. "Executive Agents" means the U.S. Department of Defense for the United States and the Ministry of Defense for Serbia.

**Article II**  
**Purposes of the Agreement**

Serbia shall provide to the United States access to and use of such facilities as may be necessary to implement the State Partnership Program and other activities as may be agreed upon by the Parties, including but not limited to transportation, storage and training facilities. Access to and use of such facilities shall be provided without charge.

**Article III**  
**Respect for Law**

United States personnel are obligated to respect the laws, regulations and customs of the Republic of Serbia, and shall have a duty not to interfere in the internal affairs of the Republic of Serbia.

**Article IV**  
**Entry, Exit, Movement, and Drivers Licenses**

1. United States personnel may enter and exit the Republic of Serbia with United States identification and with collective movement or individual travel orders.
2. United States personnel shall have freedom of movement within the Republic of Serbia, in order to implement this Agreement.
3. The authorities in the Republic of Serbia shall accept as valid, without a driving test or fee, driving licenses or permits issued by appropriate United States authorities to United States personnel for the operation of vehicles.

**Article V**  
**Status of United States Personnel**

United States personnel shall be accorded the status equivalent to that accorded to the administrative and technical staff of the Embassy of the United States under the Vienna Convention on Diplomatic Relations of April 18, 1961.

**Article VI**  
**Bearing of Arms and Wearing of Uniform**

United States personnel are authorized to wear uniforms while performing official duties in connection with activities under this Agreement and to carry arms while on duty if authorized to do so by their orders. The Parties shall cooperate to take such steps as necessary to ensure the security of United States personnel and property in the Republic of Serbia.

**Article VII**  
**Taxes, Customs and Fees**

1. The U.S. Armed Forces and United States personnel shall not be liable to pay any tax or similar charge assessed by Serbia or within the Republic of Serbia. The U.S. Armed Forces and United States personnel may import into, export from, and use within the Republic of Serbia any personal property, equipment, supplies, materials, technology, training and services for implementation of this Agreement. Such importation, exportation and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes or any other charges assessed by Serbia or within the Republic of Serbia.

2. Vessels and aircraft owned or operated by or exclusively for the U.S. Armed Forces shall not be subject to the payment of landing, parking or port fees, pilotage charges, and lighterage or other similar fees at facilities owned and operated by the Republic of Serbia. Aircraft owned or operated by or exclusively for the U. S. Armed Forces shall not be subject to payment of navigation, overflight, terminal or similar fees when in the Republic of Serbia. U.S. Armed Forces shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Armed Forces of Serbia. Aircraft, vehicles and vessels of the United States shall be free from inspection.

**Article VIII**  
**Contracts**

1. For the purpose of implementation of this Agreement and any implementing arrangements, the U.S. Department of Defense may contract for any materials, supplies, equipment and services (including construction) to be furnished or undertaken in the Republic of Serbia, without restriction as to choice of contractor, supplier or person who provides such goods or services. Such contracts shall be solicited, awarded and administered in accordance with the laws and regulations of the United States. Acquisition of articles and services in the Republic of Serbia by or on behalf of the United States in implementing this Agreement shall not be subject to any taxes, customs duties, or similar charges in the Republic of Serbia.

2. United States contractors shall not be liable to pay any tax or similar charge assessed within the Republic of Serbia and such contractors may import into, export out of, and use within the Republic of Serbia any personal property, equipment, supplies, materials, technology, training or services associated with fulfillment of contracts with the United States in furtherance of 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 Republic of Serbia.

3. United States contractors shall be granted the same treatment as United States personnel with respect to driver's licenses under Article IV of this Agreement.

4. To facilitate the implementation of this Article, the United States Executive Agent shall notify the Serbian Executive Agent in due course of the names of United States contractors and the expiration date of their contracts.

#### **Article IX** **Claims**

1. Other than contractual claims, the Parties will waive any and all claims against each other for damage to, loss or destruction of the other's property or injury or death to personnel of either Party arising out of the performance of their official duties under this Agreement.

2. Claims by third parties for damages or loss caused by United States personnel shall be resolved by the United States in accordance with United States laws and regulations.

3. Claims (other than contractual claims) not resolved in accordance with paragraph 2 of this Article may be subject to the jurisdiction of the civil courts of the Republic of Serbia.

#### **Article X** **Utilities and Communications**

1. The U.S. Armed 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 Armed Forces of Serbia, in like circumstances, unless otherwise agreed, and their costs shall be equal to their pro rata share of the use of such utilities.

2. Serbia recognizes that it may be necessary for the U.S. Armed Forces to use the radio spectrum. The U.S. Armed Forces are authorized to operate their own telecommunication systems (as telecommunication is defined in the 1992 Constitution of the International Telecommunication Union). This shall include the right to utilize such means and services as required to assure full ability to operate telecommunication systems, and the right to use

necessary radio spectrum for this purpose. The United States Executive Agent shall coordinate with the Serbian Executive Agent regarding the frequencies to be used by the U.S. Armed Forces. Use of the radio spectrum shall be free of cost to the U.S. Armed Forces.

**Article XI**  
**Implementing Arrangements**

The Parties or their Executive Agents may enter into more detailed implementing arrangements to carry out the provisions of this Agreement.

**Article XII**  
**Amendments**

This Agreement may be amended by written, mutual agreement of the Parties.

**Article XIII**  
**Interpretation**

1. Any disagreements between the Parties or their Executive Agents that may arise from the application or implementation of this Agreement, or its implementing arrangements, shall be settled through consultation between the Parties including as necessary through diplomatic channels and shall not be referred to any tribunal or third parties for resolution.
2. In the event that the Parties should, in the future, both become party to similar agreements that contain provisions that conflict with the provisions of this Agreement, the provisions of this Agreement shall prevail.

**Article XIV**  
**Entry into Force, Duration and Termination**

This Agreement shall be provisionally applied from the date of signature and shall enter into force upon notification by Serbia to the United States through diplomatic channels that all of its internal procedures as are necessary to bring this Agreement into force have been satisfied. This Agreement shall have an initial term of one year. Thereafter it shall continue in force unless terminated by either Party upon 180 days written notice to the other Party through diplomatic channels.

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

Done at Washington this Seventh day of September, 2006 in duplicate in the English and Serbian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

Handwritten signature of Condoleezza Rice in cursive script.

FOR THE GOVERNMENT OF  
THE REPUBLIC OF SERBIA:

Handwritten signature of Zoran Djindjic in cursive script.