

AGREEMENT**Between the Government of the United States of America and the
Government of the Republic of Uzbekistan on the Air Transit of
Cargo and Personnel through the Territory of the
Republic of Uzbekistan in Connection with the Participation of the
United States of America in Efforts for Supporting the Security, Stabilization, and
Reconstruction of the Islamic Republic of Afghanistan**

The Government of the United States of America and the Government of the Republic of Uzbekistan, hereinafter referred to as “the Parties”,

Mindful of Resolution 1386 (2001), adopted by the United Nations (UN) Security Council on December 20, 2001, on the basis of Chapter VII of the UN Charter, as well as all relevant resolutions of the UN Security Council, which call upon the neighboring states of the Islamic Republic of Afghanistan and other UN Member States to provide to the International Security Assistance Force (ISAF), including the United States of America, such necessary aid as may be required,

Noting that the Parties are Party to the “Agreement Among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace Regarding the Status of Their Forces,” signed at Brussels, June 19, 1995,

Have agreed as follows:

Article 1

This Agreement, in which the procedure is defined for the transit by the U.S. Party of cargo and personnel through the airspace of the Republic of Uzbekistan for purposes of supporting efforts to ensure the security, stabilization, and reconstruction of the

Islamic Republic of Afghanistan (hereinafter Afghanistan), represents a significant contribution by the Republic of Uzbekistan to such international efforts.

Article 2

For purposes of this Agreement, the terms used herein shall mean the following:

“aircraft” – a military transport aircraft of the U.S. Government or a civil aircraft chartered by the U.S. Party;

“cargo”:

- humanitarian items, including food, medicines, equipment, and materials designated for free of charge distribution among the population of Afghanistan;

- daily activity support items designated for U.S. personnel and U.S. contractor personnel;

- armaments, military equipment, and military property designated for the U.S. armed forces, except for nuclear, chemical, and biological (bacteriological) weapons and their components, as defined in international conventions to which the Parties are Party;

“U.S. personnel” – military personnel and civilian employees of the U.S. Government;

“U.S. contractor personnel” – personnel employed by a legal entity that has a contractual relationship with the U.S. Government or is acting on its behalf;

“territory of the Republic of Uzbekistan” – the land areas and inland territorial waters adjacent thereto, as well as the airspace above them and under the sovereignty of the Republic of Uzbekistan;

“technical experts” – specialists of the U.S. Party in repairing aircraft;

“U.S. personnel identification card” – an identification card with a photograph, issued by the U.S. Party, specifying surname, first name, date of birth, as well as rank, serial number, and branch of the armed forces (if available);

“transit” – the movement by aircraft of cargo, U.S. personnel, and U.S. contractor personnel through the airspace of the Republic of Uzbekistan, beginning and ending outside the territory of the Republic of Uzbekistan;

“authorization for transit” – an authorization issued by the competent body of the Uzbek Party within the framework of this Agreement in accordance with the procedure established by the legislation of the Republic of Uzbekistan for a series of flights (or a separate flight in exceptional cases) through the airspace of the Republic of Uzbekistan to be made by aircraft with cargo and personnel during 30 (thirty) days, but not more than 20 (twenty) flights within a 24-hour period.

Article 3

Transit shall be carried out via the air corridors of the Republic of Uzbekistan specified in paragraph 2 of Article 8 of this Agreement without making an intermediate landing in the territory of the Republic of Uzbekistan, except as provided for by paragraph 1 of Article 4 and paragraph 1 of Article 10 of this Agreement.

Article 4

1. An intermediate landing of an aircraft in the territory of the Republic of Uzbekistan may be made in the case of an in-flight emergency and/or *force majeure* impeding transit.

2. All aircraft that have made an unscheduled landing at any airport provided by the Uzbek Party as envisaged by this Article shall depart the airport upon resolution of the reasons for the unscheduled landing.

3. The Uzbek Party shall facilitate access to the aircraft that has landed by staff members of the Defense Attaché Office of the U.S. Embassy in the Republic of Uzbekistan in accordance with the procedure established by the legislation of the Republic of Uzbekistan in order to assist U.S. personnel and U.S. contractor personnel on board the aircraft in interacting with airport representatives and the competent government authorities of the Republic of Uzbekistan. In such cases, the Ministry of Foreign Affairs of the Republic of Uzbekistan shall be officially informed of the surname and first name of the staff members of the Defense Attaché Office of the U.S. Embassy in the Republic of Uzbekistan as soon as possible.

4. In cases envisaged by paragraph 1 of this Article, the Uzbek Party shall grant U.S. technical experts and equipment access to the aircraft for purposes of effecting repairs. Such technical experts shall arrive in the territory of the Republic of Uzbekistan on a visa-free basis with passports or, as appropriate, with a U.S. personnel identification

card (on a visa-free basis and without a passport) and shall depart the Republic of Uzbekistan as soon as practicable following the completion of repairs.

Article 5

The airspace of the Republic of Uzbekistan shall be used by aircraft on the basis of an authorization for transit issued by the Uzbek Party in accordance with a request of the U.S. Party through diplomatic channels.

Article 6

1. The U.S. Party's request to receive an authorization for transit shall specify the following information:

- a) the types of aircraft;
- b) the estimated number of personnel and general description of the cargo to be transported. If necessary, upon the request of the Uzbek Party, the U.S. Party shall provide additional detailed information about the personnel and cargo to be transported;
- c) the flight routes and the entry and exit points of the airspace of the Republic of Uzbekistan;
- d) the total number of planned flights;
- e) ownership of the aircraft and the full name and legal address of the operator of the aircraft;
- f) the form of payment of charges (if applicable under this Agreement) for air navigation services in the airspace of the Republic of Uzbekistan, with specification of the payer's address, telephone, and fax.

2. In the event there are no impediments to carrying out transit, the Uzbek Party shall issue and forward authorization for transit to the U.S. Party no later than 8 (eight) days following the receipt of a request for such authorization.

3. In the event that an authorization for transit is cancelled, the U.S. Party or the operator of the civil aircraft chartered by the U.S. Party shall ensure, at its own expense, the departure of the relevant aircraft with all the in-flight cargo, U.S. personnel, and U.S. contractor personnel from the airspace of the Republic of Uzbekistan via its point of entry into the airspace of the Republic of Uzbekistan or, if required for technical reasons, via a point nearby without completing transit through the airspace of the Republic of Uzbekistan to the aircraft's scheduled destination.

Article 7

1. In order to regulate the flow of aircraft traffic in the airspace of the Republic of Uzbekistan, the U.S. Party shall submit a notification for the carrying out of each flight before 09:00 Coordinated Universal Time (UTC) on the day preceding the departure of an aircraft by sending the notification to the Air Traffic Flight Management Unit of the Republic of Uzbekistan (UTTTZDZX) containing the following information:

a) the name of the aircraft operator and the three-letter identification according to ICAO classification;

b) information about the aircraft:

1) aircraft type according to ICAO classification;

2) aircraft identification (flight number and call sign);

- 3) registration number of the aircraft;
 - 4) take-off and landing weight of the aircraft;
 - 5) type of navigational and communications equipment;
 - 6) operator of the aircraft and its legal address;
- c) information about the crew:
- 1) captain of the aircraft;
 - 2) number of crew members (with specification of their citizenship);
- d) information about the planned flight:
- 1) purpose of flight;
 - 2) date and schedule of flight in UTC with specification of the point of departure and landing (in ICAO codes), points and estimated time of entry and exit into/out of the airspace of the Republic of Uzbekistan;
 - 3) the route and altitude of flights in the airspace of the Republic of Uzbekistan;
 - 4) passengers (number, citizenship);
 - 5) list of cargo being transported and its nature;
 - 6) presence on board of weapons and ammunition of U.S. personnel, as well as filming and photographic equipment;
- e) the form of payment of charges (if applicable under this Agreement) for air navigation services in the airspace of the Republic of Uzbekistan with specification of the payer's address, bank information, telephone, and fax.

2. The U.S. Party, not later than 4 (four) hours before each planned flight of an aircraft, shall provide a flight plan in the ICAO format by submitting it to the Air Traffic Flight Management Unit of the Republic of Uzbekistan (UTTTZDZX) and to the air traffic servicing authorities of the Republic of Uzbekistan along the flight route:

a) in respect of military transport aircraft of the U.S. Government, by the U.S. Party; or

b) in respect of civil aircraft chartered by the U.S. Party, by the aircraft operator, by an appointed representative or other commercial entity who carries out operation of the aircraft, or by an organization acting on its behalf.

3. Entry into the airspace of the Republic of Uzbekistan is prohibited for an aircraft for which a notification and flight plan have not been submitted to the Air Traffic Flight Management Unit of the Republic of Uzbekistan (UTTTZDZX).

Article 8

1. Crossing of the state border of the Republic of Uzbekistan by aircraft and flights in the airspace of the Republic of Uzbekistan shall be carried out consistent with the legislation of the Republic of Uzbekistan that governs the carrying out of flights, ICAO rules, as well as the provisions of the Aeronautical Information Publication (AIP) of the Republic of Uzbekistan, and this Agreement.

2. Flights of aircraft through the airspace of the Republic of Uzbekistan shall be carried out only in the following air corridors specially designated by the Uzbek Party:

a) KUNAS (305 km west of the city of Nukus) – B275 – TMD – B275 – DY – B275 – HA – A466 – AMDAR (10 km south of the city of Termez);

b) DIDOP (180 km north of the city of Uchkuduk) – A66 – TMD – B275 – DY – B275 – HA – A466 – AMDAR (10 km south of the city of Termez);

c) ASLOK (115 km west of the city of Syrdar'ya) – A359 – PD – A230 – DS – A66 – TRZ – A466 – AMDAR (10 km south of the city of Termez);

d) BORIS (220 km northeast of the city of Uchkuduk) – A480 – OTBOR (40 km southwest of the city of Urgench);

e) KUNAS (305 km west of the city of Nukus) – B275 – UNBAS – A480 – BORIS (220 km northeast of the city of Uchkuduk).

3. The U.S. Party may not refuel an aircraft in the airspace of the Republic of Uzbekistan.

Article 9

1. The Uzbek Party shall have the right to refuse to issue an authorization for transit requested by the U.S. Party in accordance with Article 6 of this Agreement, to cancel it, or to suspend an authorization that has been issued if the Uzbek Party has determined that the movement of the cargo and the U.S. personnel and U.S. contractor personnel is inconsistent with the purposes and provisions of this Agreement or may present a threat to the national security of the Republic of Uzbekistan, as well as in other cases provided for by the legislation of the Republic of Uzbekistan.

2. The Uzbek Party shall notify the U.S. Party as soon as reasonably possible of any decision regarding a refusal to issue an authorization for transit or the cancellation or the suspension of an authorization that has been issued.

Article 10

1. The Uzbek Party may exercise its sovereign right to direct to land an aircraft carrying out transit under this Agreement.

2. In the event that an aircraft lands in the territory of the Republic of Uzbekistan, the U.S. Party shall, upon request by the Uzbek Party, provide the necessary confirmation that the cargo is intended for the purposes of ensuring the security, stabilization, and reconstruction of Afghanistan.

3. In the event that an aircraft lands in the territory of the Republic of Uzbekistan, the Uzbek Party may conduct regular inspections of:

a) the air waybill, cargo bill of lading, or other analogous document to determine that the cargo is intended for the purposes of ensuring the security, stabilization, and reconstruction of Afghanistan;

b) the documentation pertaining to U.S. personnel and U.S. contractor personnel who are aboard the aircraft for purposes of border and customs control.

4. During border and customs control in the framework of this Agreement, the U.S. Party must comply with the provisions of this Agreement. The U.S. Party will take measures to ensure the conformity of the cargo with the requirements of the legislation of

the Republic of Uzbekistan, including with sanitary-epidemiological, veterinary, and phytosanitary standards.

5. The customs authorities of the Republic of Uzbekistan shall have the right to conduct a customs inspection aboard a civil aircraft chartered by the U.S. Party. In the event of an inspection of cargo, U.S. personnel, and U.S. contractor personnel being transported by a civil aircraft chartered by the U.S. Party, the U.S. Party shall ensure access by the competent authorities of the Uzbek Party to the aircraft for inspection.

6. If representatives of the customs control authorities of the Republic of Uzbekistan have reason to believe that the cargo being transported by a civil aircraft chartered by the U.S. Party does not correspond to the declared specifications and/or other documentation, that cargo must be partially or completely unloaded for further inspection if it cannot be adequately inspected aboard the aircraft.

7. In the case of a request by the Uzbek Party to inspect a military transport aircraft of the U.S. Government, the U.S. Party shall either unload the cargo and U.S. personnel for inspection outside the aircraft or shall, alternatively, elect to have the aircraft depart the territory of the Republic of Uzbekistan through its point of entry into the airspace of the Republic of Uzbekistan or, if required for technical reasons, through a point located nearby, without completing transit through the airspace of the Republic of Uzbekistan to the aircraft's scheduled destination.

8. If the customs and border authorities of the Republic of Uzbekistan exercise the right to inspect cargo and U.S. personnel and U.S. contractor personnel for the purposes

described in this Article, an inspection document on such an inspection and its results shall be drawn up in the Uzbek and/or Russian languages and a copy thereof shall be provided to the U.S. Party against signature. If during an inspection conducted under this Article, cargo and/or personnel are found that do not correspond to the definitions in Article 2 of this Agreement, the Parties shall consult regarding resolution of the situation.

Article 11

1. U.S. personnel and U.S. contractor personnel shall transit the territory of the Republic of Uzbekistan on a visa-free basis with a passport or, as appropriate, a U.S. personnel identification card (on a visa-free basis and without a passport).

2. While in the territory of the Republic of Uzbekistan, U.S. personnel and U.S. contractor personnel shall, in the cases stipulated in Articles 4 and 10 of this Agreement, coordinate with the Uzbek Party on all issues associated with their stay.

Article 12

1. Respect for the legislation and noninterference in the internal affairs of the Republic of Uzbekistan shall be the duty of U.S. personnel present in the territory of the Republic of Uzbekistan in accordance with this Agreement.

2. U.S. contractor personnel present in the territory of the Republic of Uzbekistan in accordance with this Agreement shall comply with the legislation of the Republic of Uzbekistan and shall not interfere in the internal affairs of the Republic of Uzbekistan.

3. The U.S. Party shall ensure that U.S. personnel and U.S. contractor personnel are informed regarding their responsibilities.

Article 13

U.S personnel and U.S. contractor personnel present in the territory of the Republic of Uzbekistan may leave the aircraft only with permission of the competent authorities of the Uzbek Party. U.S. personnel and U.S. contractor personnel may not leave the aircraft with weapons on their person.

Article 14

In case of landing, and upon a request by the aircraft commander (in the case of a military transport aircraft of the U.S. Government) or the aircraft captain (in the case of a civil aircraft chartered by the U.S. Party), the competent authorities of the Uzbek Party shall authorize the provision of standard medical and comfort services to U.S. personnel and U.S. contractor personnel, based on reimbursement to the providers for the cost of services and medical care they provided.

Article 15

1. The jurisdiction of the Republic of Uzbekistan shall apply to U.S. personnel and U.S. contractor personnel during their stay in the territory of the Republic of Uzbekistan within the framework of this Agreement, except for the cases specified in paragraph 2 of this Article.

2. The jurisdiction of the Republic of Uzbekistan shall not apply to U.S. personnel during their stay in the Republic of Uzbekistan within the framework of this Agreement:

a) in cases of offenses committed by U.S. personnel solely against the property or national security of the U.S. Party or against the person or property of U.S. personnel;

b) in cases of offenses by U.S. personnel arising out of any act or omission in the performance of official duty.

3. The immunity from jurisdiction of the Republic of Uzbekistan in accordance with paragraph 2 of this Article shall not exempt U.S. personnel from the jurisdiction of the U.S. Party. The U.S. Party shall notify the Uzbek Party about the disposition of such cases.

Article 16

1. Aircraft transiting the airspace of the Republic of Uzbekistan under this Agreement shall not include or shall not employ on board filming and photographic equipment as well as other corresponding means intended for carrying out reconnaissance and surveillance.

2. Telecommunications equipment used by aircraft must conform to the Constitution and Convention of the International Telecommunications Union, as amended.

Article 17

1. Military transport aircraft of the U.S. Government carrying out transit flights in the airspace of the Republic of Uzbekistan in accordance with this Agreement shall be exempt from charges for air navigation services.

2. For transit flights in the airspace of the Republic of Uzbekistan in accordance with this Agreement by civil aircraft chartered by the U.S. Party, the U.S. Party will take measures to ensure the payment by the aircraft operators of charges for air navigation services in accordance with the AIP of the Republic of Uzbekistan.

3. The U.S. Party shall take measures to ensure that the communications equipment of the air traffic service agency of Afghanistan can function with the air traffic service agency of the Republic of Uzbekistan for coordinating their actions in the servicing of aircraft movement.

Article 18

1. Information received by one Party in connection with transit may not be conveyed to a third party without prior written consent of the Party that provided such information.

2. Paragraph 1 of this Article shall not apply to information provided by the U.S. Party to the Uzbek Party pursuant to Articles 6 and 7 of this Agreement. Such information may be conveyed to a third party solely for purposes of assisting transit within the framework of this Agreement.

Article 19

1. Claims for compensation for damage caused during transit within the framework of this Agreement, depending on the case, shall be satisfied:

- a) by the natural persons and/or legal entities responsible for the damage;
- b) through consultations between the Parties;

c) in accordance with the provisions of Article VIII of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of Their Forces, signed in London on June 19, 1951, following consultations.

2. The U.S. Party shall ensure that operators of civil aircraft chartered by the U.S. Party have sufficient insurance coverage for payment of claims that may arise during their stay in the territory of the Republic of Uzbekistan.

Article 20

In the event this Agreement is terminated pursuant to Article 22, authorization for transit shall be canceled as of the date of termination of this Agreement.

Article 21

1. The Parties may consult on organizational and technical issues related to implementation of this Agreement.

2. Matters of dispute related to the application and interpretation of this Agreement shall be resolved through consultations and negotiations between the Parties.

Article 22

1. This Agreement shall enter into force on the date of the last written notification by the Parties, through diplomatic channels, of the completion by the Parties of the internal governmental procedures required for its entry into force.

2. This Agreement may be amended and supplemented by written agreement of the Parties.

3. Amendments and supplements to this Agreement shall enter into force in accordance with the procedure provided for in paragraph 1 of this Article.

4. This Agreement shall remain in force for one year and shall automatically be extended for subsequent one-year periods. Either Party may terminate this Agreement at any time and shall provide to the other Party at least 30 days advance written notice through diplomatic channels of its intent to terminate this Agreement.

DONE at Tashkent in duplicate, this 28th day of March, 2012, in the English and Russian languages, both texts being equally authentic.



**For the Government of the
United States of America**



**For the Government of the
Republic of Uzbekistan**