

DEFENSE

Status of Forces

**Agreement Between the
UNITED STATES OF AMERICA
and SEYCHELLES**

Effected by Exchange of Notes at
Port Louis and Victoria
October 27, 2008 and July 22, 2009



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

SEYCHELLES

Defense: Status of Forces

*Agreement effected by exchange of notes
at Port Louis and Victoria
October 27, 2008 and July 22, 2009;
Entered into force September 9, 2009.*

No. SF 89-2008

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Seychelles and has the honor to submit to the Government of Seychelles the latest version of the Status of Forces Protection Agreement (SOFA), as approved by the United States Government.

Various U.S. agencies reviewed the document with a goal to make the agreement more mutually beneficial. The changes made are based on expert opinion and a long history of similar agreements with other nations. The United States Government looks forward to concluding this standard practice negotiation and signing the SOFA agreement with the Government of Seychelles, so we can continue and increase the amount of mutually beneficial military --to --military programs we have with the Government of Seychelles.

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

Embassy of the United States of America,

Port Louis, October 27, 2008.



Encl.: Reviewed SOFA document.

DIPLOMATIC NOTE

**Status of Forces Protection Agreement between the
Governments of the United States of America and the
Republic of Seychelles**

The Government of the United States of America, hereinafter referred to as "the United States," and the Government of the Republic of Seychelles, hereinafter referred to as "Seychelles," both hereinafter referred to as the "Parties":

CONSIDERING the historically friendly relations and continued cooperation that exist between the two parties:

AWARE that the independence and sovereignty of the United States and Seychelles are matters of the highest importance;

WISHING to further their cooperation on the achievement of their bilateral interests, regional peace and security, and humanitarian undertakings;

HAVING IN MIND the need to regulate the terms that will govern the presence of the United States military personnel in Seychelles to ensure their safeguard and to delimitate their responsibilities in case of infractions; and,

REAFFIRMING that the principles of mutual respect, friendship, good faith, partnership, and cooperation will guide the implementation of this agreement;

HEREBY AGREE AS FOLLOWS:

ARTICLE I

This agreement applies to:

- a) the United States military and civilian personnel, defined as members of the United States Armed Forces and civilian employees of the United States Department of Defense, hereafter referred to collectively as United States personnel, and
- b) United States contractors, defined as non-Republic of Seychelles companies and their employees who are not nationals of the Republic of Seychelles, under contract to the United States Department of Defense,

who may be temporarily present in the Republic of Seychelles in connection with mutually agreed ship visits, exercises, humanitarian activities, and other mutually agreed activities.

ARTICLE 2

During their stay in the territory of Seychelles, United States personnel and United States contractors shall respect the laws and regulations in force in Seychelles

ARTICLE 3

The following regime shall be applicable to United States personnel who may be temporarily present in the Republic of Seychelles in connection with mutually agreed activities:

- a) United States personnel shall be accorded a status equivalent to that accorded to the administrative and technical staff of an embassy under the Vienna Convention on Diplomatic Relations of April 18, 1961;
- b) United States personnel may enter and exit the Republic of Seychelles with United States identification and with collective movement or individual travel orders;
- c) The Republic of Seychelles shall accept as valid all professional licenses issued by the United States, its political subdivisions, or States thereof to United States personnel for the provision of services to authorized personnel;
- d) The Republic of Seychelles authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles;
- e) The United States personnel shall be authorized to wear uniforms. United States personnel may carry arms in support of mutually agreed activities, if authorized to do so by their orders within the compounds and other areas where the mutually agreed activities take place and while in transit between such compounds and areas.

ARTICLE 4

The Parties recognize the particular importance of disciplinary control by United States Armed Forces authorities over United States personnel. Therefore, Seychelles authorizes the United States to exercise criminal jurisdiction over United States personnel for offenses arising out of activities that occur in the Republic of Seychelles.

ARTICLE 5

- a) The Parties agree that United States personnel shall not be liable to pay any tax or similar charge assessed within the Republic of Seychelles.
- b) The United States Department of Defense and United States personnel may import into, export out of, and use in the Republic of Seychelles any personal property, equipment, supplies, material, technology, training, or services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within the Republic of Seychelles. Property imported by United States personnel for their personal use or consumption that is neither government owned or issued shall be subject to a standard customs declaration..
- c) The Parties shall cooperate to take such measures as may be necessary to ensure the security and protection of United States personnel, property, equipment, records, and official information in the Republic of Seychelles.

ARTICLE 6

- a) Vehicles operated by, or at the time exclusively for the United States Department of Defense may, with respect for the traffic laws and regulations in force in Seychelles, enter, exit, and move freely within the territory of the Republic of Seychelles, and United States forces authorities shall not be subject to the payment of overland transit tolls for such vehicles.
- b) Vessels and aircraft owned or operated by, or at the time exclusively for the United States Department of Defense may, upon reasonable notification, enter, exit, and move freely within the territory of Seychelles and shall not be subject to the payment of landing, parking, or port fees, pilotage charges, or lighterage and harbour dues at facilities owned and operated by Seychelles.
- c) Aircraft owned and operated by, or at the time exclusively for the United States Department of Defense in Seychelles shall not be subject to payment of navigation, overflight, terminal, or similar charges when in the territory of the Republic of Seychelles.
- d) Vessels and aircraft owned or operated by, or at the time exclusively for the United States Department of Defense in Seychelles, shall be free from boarding and inspection.

ARTICLE 7

- a) The Parties agree that the United States Department of Defense may contract for any materials, supplies, equipment, and services, including construction, to be furnished or undertaken in Seychelles without restriction as to choice of services. Such contracts shall be solicited, awarded, and administered in accordance with the laws and regulations of the United States.
- b) Acquisition of articles and services in Seychelles by or on behalf of the United States Department of Defense in connection with mutually agreed activities under this Agreement shall not be subject to any taxes or similar charges in the Republic of Seychelles.

ARTICLE 8

- a) The Parties agree that United States contractors shall not be liable to pay any tax or similar charge assessed within the Republic of Seychelles in connection with mutually agreed activities under this Agreement.
- b) Such contractors may import into, export out of, and use in the Republic of Seychelles any personal property, equipment, supplies, materials, technology, training, or services in fulfillment of contracts with the United States Department of Defense in connection with mutually agreed activities under this Agreement.
- c) Such importation, exportation, and use shall be exempt from any license and any other similar restriction, customs, duties, taxes, or any other charges assessed within the Republic of Seychelles. Property imported by United States contractors for their personal use or consumption that is neither government owned or issued shall be subject to a standard customs declaration. Other importation, exportation, and use not connected to mutually agreed activities shall not be exempted.
- d) United States contractors shall be granted the same treatment as United States personnel with respect to professional and drivers' licenses.

ARTICLE 9

United States personnel shall have freedom of movement and access to and use of mutually agreed transportation, storage, training, and other facilities required in connection with activities under this Agreement.

ARTICLE 10

- a) The United States Armed Forces may use the radio spectrum in compliance with procedures for authorization of use in force in Seychelles.
- b) The United States Department of Defense shall be allowed to operate its own telecommunication systems, as telecommunication is defined in the 1992 Constitution and Convention of the International Telecommunication Union. This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio spectrum for this purpose, subject to use of frequencies specified by Seychelles' telecommunications authorities.
- c) Use of the radio spectrum shall be free of cost to the United States Department of Defense.

ARTICLE 11

- a) The Parties waive any and all claims, other than contractual claims, against each other for damage to or loss or destruction of the other's property or injury or death of United States personnel or Seychelles' armed forces personnel arising out of the performance of their official duties in connection with mutually agreed activities under this agreement.
- b) For claims not excluded under paragraph a) of this Article, the United States shall pay just and reasonable compensation in settlement of meritorious third party claims arising out of acts or omissions of United States personnel done in the performance of their official duties and incident to the non-combat activities of the United States forces. The United States may also, at its sole discretion, settle meritorious third party claims not arising from the performance of official duties. Such claims shall be expeditiously processed and settled by United States forces authorities in accordance with the laws and regulations of the United States.

- c) Without prejudice to paragraphs a) and b) of this Article, both Parties undertake to avoid, in the course of mutually agreed activities under this Agreement, damage to the environment, the economy, and the population of Seychelles.

ARTICLE 12

The Parties or their designated representations may enter into implementing arrangements to carry out the provisions of this Agreement.

ARTICLE 13

Any dispute between the Parties that arises regarding the interpretation or application of this Agreement shall be resolved at the lowest competent level through consultation between the Parties and shall not be referred to any national or international court, tribunal, or other similar body, or any third party for settlement.

ARTICLE 14

This Agreement may be terminated by either Party by written notice. The termination will have effect six months after notification of termination is received by the other party.

ARTICLE 15

This Agreement shall enter into force upon the date Seychelles notifies the United States in writing through diplomatic channels that all of its internal procedures necessary to bring this Agreement into force have been satisfied.



MFA/110/8/10/2

NOTE NO: 55 /2009

The Ministry of Foreign Affairs of the Republic of Seychelles presents its compliments to the Embassy of the United States of America in Port Louis and has the honour to refer to the latter's Diplomatic Note No. SE 89-2008 of 27th October 2008 concerning the proposed "**Status of Forces Protection Agreement between the Governments of the United States of America and the Republic of Seychelles**" (SOFA).

The Ministry would like to confirm through this Note that the draft agreement detailed in the Embassy's above-referred Note SE 89-2008 is approved by the Seychelles Government and is active as soon as receipt is confirmed by the Embassy.

The Ministry looks forward to the additional implementing arrangements discussed by the two parties during the recent visit of Mrs. Virginia Blaser, Chargé d'Affaires in the US Embassy in Port Louis, and referred to in Article 12 of the Agreement.

In thanking the Embassy of the United States of America in Port Louis for its continuing cooperation, the Ministry of Foreign Affairs of the Republic of Seychelles avails itself of this opportunity to renew to it the assurances of its highest consideration.

VICTORIA
22ND JULY 2009

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