DEFENSE

Status of Forces

Agreement Between the

UNITED STATES OF AMERICA

and SWAZILAND

Effected by Exchange of Notes at
Mbabane June 25 and July 24, 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."

SWAZILAND

Defense: Status of Forces

Agreement effected by exchange of notes
at Mbabane June 25 and July 24, 2009;
Entered into force July 24, 2009.

No. 63-09

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and International Cooperation of the Kingdom of Swaziland and has the honor to refer to recent discussions between representatives of our two Governments regarding issues related to 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, respectively, hereafter referred to collectively as United States personnel) and United States contractors (defined as non-Swazi companies and firms, and their employees who are not nationals of Swaziland, under contract to the United States Department of Defense) who may be temporarily present in Swaziland in connection with mutually agreed activities including, for example, training, exercises, and humanitarian activities such as the MEDFLAG joint exercise planned for August 3-14, 2009.

As a result of these discussions, the Embassy proposes that United States personnel be accorded the privileges, exemptions, and immunities equivalent to those accorded to

the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations of April 18, 1961; that United States personnel may enter and exit Swaziland with United States identification and with collective movement or individual travel orders; that Swaziland shall accept as valid all professional licenses issued by the United States, States thereof or their political subdivisions to United States personnel for the provision of services to authorized personnel; and that Swaziland 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. The Embassy further proposes that United States personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders.

The Government of Swaziland recognizes the particular importance of disciplinary control by United States Armed Forces authorities over United States personnel and, therefore, authorizes the Government of the United States to exercise criminal jurisdiction over United States personnel while in Swaziland.

The Embassy further proposes that the United States Department of Defense and United States personnel shall not be liable to pay any tax or similar charge assessed within Swaziland and that the United States Department of Defense and United States personnel may import into, export out of, and use in Swaziland any personal property, equipment, supplies, materiel, 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 Swaziland. The Governments of the United States of America and Swaziland 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 Swaziland.

The Embassy proposes that vehicles operated by or, at the time, exclusively for the United States Department of Defense may enter, exit, and move freely within the territory of Swaziland, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Aircraft owned or operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to the

payment of landing or parking fees at facilities owned and operated by the Government of Swaziland. Aircraft owned and operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to payment of navigation, over flight, terminal or similar charges when in the territory of Swaziland. The United States Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Armed Forces of Swaziland, less taxes and similar charges. Aircraft of the United States Government shall be free from boarding and inspection.

The Embassy also proposes that the United States Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in Swaziland without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment or services. Such contracts shall be solicited, awarded and administered in accordance with the laws and regulations of the Government of the United States of America. Acquisition of articles and services in Swaziland by or on behalf of the United States Department of Defense in connection with

activities under this Agreement shall not be subject to any taxes or similar charges in Swaziland.

The Embassy further proposes that United States contractors shall not be liable to pay any tax or similar charge assessed within Swaziland in connection with activities under this Agreement and that such contractors may import into, export out of, and use in Swaziland any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with the United States Department of Defense in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within Swaziland.

The Embassy proposes that United States contractors shall be granted the same treatment as United States personnel with respect to professional and drivers, licenses.

The Embassy proposes that 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.

The Government of Swaziland recognizes that it may be necessary for the United States Armed Forces to use the radio spectrum. 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. Use of the radio spectrum shall be free of cost to the United States Government.

Further, the Embassy proposes that the Parties waive any and all claims (other than contractual claims) against each other for damage to, loss, or destruction of the other's property or injury or death to personnel of either Party's armed forces or their civilian personnel arising out of the performance of their official duties in connection with activities under this Agreement. Claims by third parties for damages or loss caused by United States personnel shall be resolved by the United States Government in accordance with United States laws and regulations.

Finally, the Embassy proposes further that our two governments, or their designated representatives, may enter

into implementing arrangements to carry out the provisions of this Agreement.

If the foregoing is acceptable to the Government of Swaziland, the Embassy proposes that this note, together with the Ministry's reply to that effect, shall constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's reply.

This, or another mutually acceptable agreement regarding the status of U.S. Department of Defense military and civilian personnel (including under contract), who would be in Swaziland to participate in joint operations or exercises with the Umbutfo Swaziland Defense Forces, is required to be in place before the August joint exercise.

The Embassy of the United States of America avails itself of this opportunity to express to the Ministry of Foreign Affairs and International Cooperation of the Kingdom of Swaziland the renewed assurances of its highest consideration.

Embassy of the United States of America,

Mbabane, June 25, 2009.

Note No. 46/2009

The Ministry of Foreign Affairs and International Cooperation of the Kingdom of Swaziland presents its compliments to the Embassy of the United States of America in Mbabane and has the honour to refer to the latter's note no. 63 – 09 dated June 25, 2009 regarding the Status of Forces Agreement proposed by the United States Government. To this end, the Government of the Kingdom of Swaziland wishes to confirm herewith its acceptance of the provisions of the agreement and considers this note to constitute an agreement between the two Governments.

The Ministry of Foreign Affairs and International Cooperation of the Kingdom of Swaziland takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

MBABANE

July 24, 2009.