AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN
CONCERNING COOPERATION IN THE AREA OF COUNTERPROLIFERATION OF WEAPONS OF MASS DESTRUCTION AND DEFENSE ACTIVITIES

The Government of the United States of America and the Government of the Republic of Azerbaijan, hereinafter referred to as the Parties,

With a view to countering the proliferation of weapons of mass destruction, and technology, materials, and expertise related to such weapons; and

Desiring to prevent the unauthorized transfer, including transit and transportation of nuclear, biological, and chemical weapons and related materials;

Have agreed as follows:

ARTICLE I

Pursuant to the terms of this Agreement, the Government of the United States of America may assist the Government of the Republic of Azerbaijan, through the provision or loan of equipment, supplies, materials, technology, training, or services, in achieving the following objectives:

a. Countering the proliferation of weapons of mass destruction and of technology, materials, and expertise related to such weapons;

b. Preventing unauthorized transfer, including transit and transportation, of nuclear, biological, or chemical weapons and related materials;

c. Such other activities as are mutually agreed.

ARTICLE II

Each Party shall designate an Executive Agent to implement this Agreement. For the Government of the United States of America, the Executive Agent shall be the Department of Defense. For the Government of the Republic of Azerbaijan, the Executive Agent shall be the Cabinet of Ministers.

ARTICLE III

1. The Parties, through their Executive Agents, may enter into implementing agreements or arrangements as appropriate to accomplish the objectives set forth in Article I of this Agreement.

2. In case of any inconsistency between this Agreement and any implementing agreements or arrangements, the provisions of this Agreement shall prevail.

ARTICLE IV

Any disagreements or disputes concerning the interpretation or implementation of this Agreement shall be resolved solely through consultation by the Parties, and shall not be referred to any third party, court, or tribunal.

ARTICLE V

The terms of this Agreement shall apply to all equipment, supplies, materials, technology, training, or services provided by the Government of the United States of America in accordance with this Agreement or implementing agreements or arrangements, and to all related activities and personnel.

ARTICLE VI

1. The Government of the Republic of Azerbaijan shall facilitate the entry and exit of employees of the Government of the United States of America and contractor personnel of the Government of the United States of America into and out of the territory of the Republic of Azerbaijan for the purpose of carrying out activities in accordance with this Agreement.

2. Aircraft and vessels, other than regularly scheduled commercial aircraft and vessels, used by the United States of America in connection with activities pursuant to this Agreement in the Republic of Azerbaijan shall be free of customs charges, landing and parking fees, port charges, tolls, and any other charges assessed within the territory of the Republic of Azerbaijan. Aircraft and vessels owned or operated by the United States of America in connection with activities pursuant to this Agreement shall be free of customs inspections in the Republic of Azerbaijan.

3. If an aircraft other than a regularly scheduled commercial aircraft is used by the Government of the United States of America for transportation to the Republic of Azerbaijan, its flight plan shall be filed in accordance with the procedures of the International Civil Aviation

Organization applicable to civil aircraft, including in the remarks section of the flight plan a confirmation that the appropriate clearance has been obtained.

ARTICLE VII

Unless the written consent of the Government of the United States of America has first been obtained, the Government of the Republic of Azerbaijan shall not transfer title to, or possession of, any equipment, supplies, materials, technology, training, or services provided by the Government of the United States of America pursuant to this Agreement to any entity, other than an officer, employee or agent of a Party to this Agreement and shall not permit the use of such equipment, supplies, material, technology, training, or services for purposes other than those for which it has been furnished. The Government of the Republic of Azerbaijan shall take all reasonable measures within its power to ensure the security of equipment, supplies, materials, technology, training, or services provided by the Government of the United States of America pursuant to this Agreement and shall protect them against seizure or conversion.

ARTICLE VIII

1. The Government of the Republic of Azerbaijan shall, in respect of legal proceedings and claims, other than contractual claims, hold harmless and indemnify the Government of the United States of America and its personnel, contractors, and contractors' personnel, against damages to property, or death or injury to any persons in the Republic of Azerbaijan, arising out of activities under this Agreement.

2. The provisions of this Article shall not prevent the Parties from providing compensation in accordance with their national laws.

ARTICLE IX

The activities of the Government of the United States of America under this Agreement are subject to the availability of appropriated funds.

ARTICLE X

Upon request of the Government of the United States of America, military and civilian employees of the Government of the United States of America present in the territory of the Republic of Azerbaijan for activities related to this Agreement shall be accorded privileges and immunities equivalent to those accorded administrative and technical staff personnel in accordance with the Vienna Convention on Diplomatic Relations of April 18, 1961.

ARTICLE XI

1. The Government of the United States of America, its personnel, contractors, and contractors' personnel shall not be liable, in connection with activities under this Agreement, to pay any taxes, customs duties, or similar charges assessed within the territory of the Republic of Azerbaijan.

2. The Government of the United States of America, its personnel, contractors, and contractors' personnel may import into, and export out of, the Republic of Azerbaijan any equipment, supplies, materials, technology, training, or services required to implement this Agreement. Such importation and exportation shall not be subject to licensing or other restrictions, customs, duties, taxes, or any other charges assessed within the territory of the Republic of Azerbaijan.

ARTICLE XII

In the event that a Party awards contracts for the acquisition of articles and services, including construction, to implement this Agreement, such contracts shall be awarded in accordance with the laws and regulations of that Party. Acquisition of articles and services in the Republic of Azerbaijan by or on behalf of the Government of the United States of America in implementing this Agreement shall not be subject to any taxes, customs duties, or similar charges assessed within the territory of the Republic of Azerbaijan.

ARTICLE XIII

Upon written request provided thirty days in advance, representatives of the Government of the United States of America shall have the right during the period of this Agreement and for three years thereafter, to examine the use of any equipment, supplies, materials, technology, training, or services provided by the Government of the United States of America in accordance with this Agreement, at sites of their location or use, and shall have the right to audit and examine all records or documentation related to the use of materials or services provided in accordance with this Agreement.

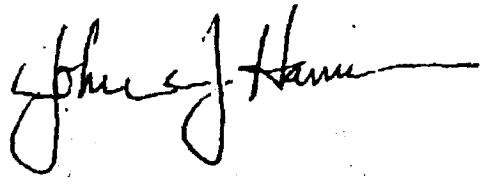
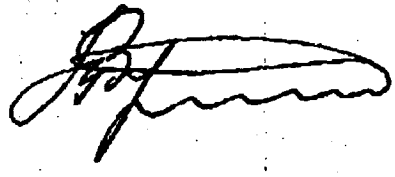
ARTICLE XIV

This Agreement shall enter into force upon the date on which the Parties exchange diplomatic notes confirming the completion by each Party of all applicable internal procedures required for the entry into force of this Agreement, and shall remain in force for seven years. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon ninety days written notification to the other Party of its intention to do so. Notwithstanding the termination of this Agreement or the implementing agreements, the obligations of the Government of the Republic of Azerbaijan in accordance with Articles VII and

VIII of this Agreement shall continue to apply without respect to time, unless otherwise agreed in writing by the Parties.

DONE at Washington, D.C. this 28th day of September, 1999, in duplicate, in the English and Azerbaijani languages, both texts equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF
THE REPUBLIC OF AZERBAIJAN: