

DEFENSE

**Agreement Between the
UNITED STATES OF AMERICA and
the NORTH ATLANTIC TREATY
ORGANIZATION**

Signed at Baghdad and Brussels
June 7 and July 16, 2012

and

Agreement Amending and
Extending the Agreement

Signed at Brussels November 15, 2012



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.”

NORTH ATLANTIC TREATY ORGANIZATION

Defense

*Agreement signed at Baghdad and Brussels
June 7 and July 16, 2012;
Entered into force July 16, 2012.
And agreement amending and extending
the agreement.
Signed at Brussels November 15, 2012;
Entered into force November 15, 2012.*

**AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE NORTH ATLANTIC TREATY ORGANIZATION (NATO),
CONCERNING THE PROVISION OF SERVICES AND COMMODITIES
ON AN ADVANCE-OF-FUNDS OR REIMBURSABLE BASIS**

PREAMBLE

The United States of America ("the United States"), and the North Atlantic Treaty Organization ("NATO"), hereinafter referred to as the Parties,

On the part of the United States, acting under the authority of section 607 of the Foreign Assistance Act of 1961, as amended;

On the part of NATO, acting in accordance with the mandate of the North Atlantic Council and relevant financial regulations and rules;

In implementation of and consistent with the exchange of letters between the United States and NATO dated May 15, 2012 and May 16, 2012 ("the exchange of letters");

Desiring to establish the terms and conditions for the provision of commodities and services by the United States to the NATO Transition Cell ("Cell") in Baghdad, Iraq described in the exchange of letters, with all the costs for such commodities and services to the Cell to be reimbursed to the United States;

Recognizing that Cell personnel are expected primarily to be individuals contributed by NATO member states ("contributing states") who are accredited members of their contributing states' diplomatic missions, and that Cell personnel may also include individuals contributed by the NATO International Secretariat and individuals hired locally by NATO;

Have agreed as follows:

**ARTICLE I
SCOPE OF PROVISION OF SUPPORT**

1. The Cell shall initially be located on the U.S. Embassy Military Attaché and Security Assistance Annex (EMASAA). The United States may at any time require the Cell's relocation to a different location within the security perimeter of the Embassy of the United States in Baghdad (or an annex thereof), including a location other than on EMASAA.
2. The United States shall, on an advance-of-funds or reimbursable basis, provide NATO with the services and commodities described in the exchange of letters, to the extent they are available and subject to the availability of appropriations in accordance with the terms of this Agreement.

3. Movement security services shall not be provided under this Agreement.
4. Unless otherwise agreed between the United States and NATO, the quality of the services and commodities provided to NATO by the United States pursuant to this Agreement shall be of equal quality and caliber as those enjoyed by United States personnel in Baghdad for similar services and commodities.

ARTICLE II SUPPORT PROCEDURES AND REQUIREMENTS

1. Unless the written consent of the United States has first been obtained, NATO shall not:
 - a. permit the use of commodities and services provided pursuant to this Agreement by anyone other than Cell personnel;
 - b. use or permit the use of any commodities or services provided pursuant to this Agreement for purposes other than to implement the Cell's activities on behalf of NATO;
 - c. transfer, or permit any officer, employee, agent, or other personnel of NATO or the Cell to transfer any commodities or services provided pursuant to this Agreement, by gift, sale, or otherwise.
2. To the extent of its capability, NATO shall maintain the security of any commodities and services provided pursuant to this Agreement, and to the extent of its capability NATO shall provide them substantially the same degree of security protection afforded by the United States.
3. The provision of commodities and services pursuant to this Agreement may be made subject to such additional terms and conditions as may be agreed to in implementing arrangements, executed in writing between the Parties under this Agreement.
4. NATO and the United States waive any and all claims (except claims associated with reimbursement for commodities and services provided under this Agreement) against each other, and against each other's contractors, for damage, destruction, loss of property, or injury or death to their personnel, arising out of activities pursuant to this Agreement. For purposes of this provision, the term "NATO" shall not be understood to refer to Cell personnel of contributing states or to property of contributing states. Claims of third parties filed against the United States or NATO for damages, loss, injury or death arising from activities under this agreement shall be resolved by the Party against which such claims are filed in accordance with that Party's applicable laws, rules, and regulations.

ARTICLE III FINANCIAL ARRANGEMENTS

1. The cost of the commodities and services provided by the United States under this Agreement shall be fully reimbursed by NATO. The cost to be reimbursed by NATO shall reflect the actual cost incurred by the United States, including direct and indirect costs.
2. As stated in the exchange of letters, the Parties recognize that the cost of commodities and services provided by the United States under this agreement may increase. It is understood that these costs are not expected to increase within the six-month period of operation contemplated in this Agreement, unless the Cell moves to a different location. If costs increase within the six-month period of operation contemplated in this Agreement the Parties recognize that NATO, acting in accordance with the mandate of the North Atlantic Council and relevant financial regulations and rules, may need to seek approval by the NATO budget and resource committees of the additional financing.
3. The United States shall submit to NATO written invoices for the commodities and services provided pursuant to this Agreement. Whenever practicable, the commodities and services shall be invoiced on a per person basis.
4. In the event the United States recovers funds from its contractors due to overcharging on contracts, the United States agrees to refund to NATO the value of overcharges that were passed along to NATO and for which NATO reimbursed the United States in accordance with this Agreement.
5. The statements of accounts and other records relating to the commodities and services provided under this Agreement shall be maintained by the United States.
6. NATO shall pay the United States for all invoices submitted pursuant to this Agreement, in U.S. dollars, within 30 days of receipt of each invoice.
7. NATO shall provide reimbursement for all charges on invoices from the U.S. Department of State and the U.S. Department of Defense by Electronic Funds Transfer to the following bank account:

Beneficiary Bank: Bank of America N.A., Bangkok
All Seasons Place, CRC Tower
87/2 Wireless Road, Pathumwan
Bangkok 10330, Thailand
Swift: BOFATH2X

Beneficiary Name: USDO Symbol 8768 – Ref. Baghdad
A/C No. 10962-127

8. NATO shall be deemed to have fulfilled its obligation to reimburse the United States for costs for commodities and services provided pursuant to this Agreement for which the United States receives reimbursement from a contributing state. The United States shall inform NATO when such reimbursement is received and of the corresponding reduction in the sum NATO is obligated to reimburse the United States.

ARTICLE IV IMPLEMENTING ARRANGEMENTS

1. The Parties may conclude written implementing arrangements, which shall be consistent with and incorporate by reference the terms and conditions of this Agreement, regarding the provision of particular commodities and services by the United States to NATO, and the reimbursement to the United States therefor.
2. Such written implementing arrangements may address, as necessary:
 - a. Procedures for requesting commodities and services from the United States;
 - b. Procedures concerning the timing for review of requests for commodities and services;
 - c. Matters associated with the delivery of commodities and services;
 - d. The costs or rates for each element of the commodities and services to be provided, or the basis of or mechanism for determining the costs or rates of each such element;
 - e. Procedures for ensuring that the costs of support requested and provided are properly documented and accounted for; and
 - f. Such other matters as are necessary and reasonable for the smooth implementation of this Agreement.
3. In the event of any conflict between the terms and conditions of this Agreement and any implementing arrangements made pursuant to this Agreement, the terms of this Agreement shall control.

ARTICLE V SECURITY

1. While present within the security perimeter of EMASAA or the Embassy of the United States (or any annex thereof), Cell personnel shall comply with all relevant security guidance and procedures, including but not limited to screening of visitors and vehicles, emergency procedures, and weapons policies.
2. The Cell's housing and offices shall be clearly distinct from the housing and offices of members of the staff of the Embassy of the United States, and the Cell's housing and offices

shall not be considered part of the premises of the United States Embassy. NATO shall be responsible for all costs associated with this requirement.

3. Upon request by authorized personnel of the Government of Iraq, the United States may facilitate access by representatives of the Government of Iraq to the Cell's offices. Before facilitating such access, the United States shall make all appropriate efforts to consult with the head of the Cell or, in his absence, the representative designated by NATO in accordance with Article V(6) of this Agreement.
4. To the extent that Cell personnel's housing within the Embassy's security perimeter is entitled to inviolability or other protection under the *Vienna Convention on Diplomatic Relations*, the relevant contributing state shall be responsible for asserting such inviolability or other protection.
5. NATO shall permit United States Government personnel to access the Cell's housing and office spaces.
6. Each Party shall designate a representative to coordinate all matters relating to the security of the Cell and its personnel.
7. Cell personnel shall not have uncontrolled access to any U.S. offices or office areas.
8. Cell personnel who are individuals hired locally by NATO shall be subject to security review and vetting by the United States.

ARTICLE VI SETTLEMENT OF DISPUTES

1. Any dispute arising under this Agreement or any implementing arrangements made pursuant to this Agreement, shall be resolved through consultations between the Parties. In no case shall any dispute be referred to a third party.
2. This Agreement shall be governed by international law. Any disputes will be resolved exclusively by diplomatic means.
3. Nothing in or relating to this Agreement affects the authorities or privileges and immunities of the United States or its personnel, or NATO or its personnel, or contributing states, or Cell personnel, as set forth in the *Vienna Convention on Diplomatic Relations*, the *Vienna Convention on Consular Relations*, and other relevant agreements and international law.

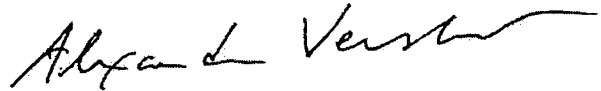
ARTICLE VII
ENTRY INTO FORCE, DURATION, AMENDMENT AND TERMINATION

1. This Agreement shall enter into force upon the last signature and shall remain in force for a period of six months.
2. This Agreement and any implementing arrangements under this Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either party upon 30 days' written notification to the other Party.
3. Notwithstanding the termination of this Agreement, the obligations of the Parties under any outstanding invoices made pursuant to this Agreement shall continue to apply until satisfied, unless otherwise agreed to in writing by the Parties.

DONE at Baghdad and Brussels, in duplicate.

FOR THE UNITED STATES OF AMERICA:

FOR THE NORTH ATLANTIC TREATY
ORGANIZATION:



R. Stephen Beecroft

Alexander Vershbow

Chargé d'Affaires a.i.
Embassy of the United States of America
In Baghdad

Deputy Secretary General

Date: 7 June 2012

Date: 16 July 2012

**AGREEMENT TO EXTEND THE AGREEMENT
BETWEEN
THE NORTH ATLANTIC TREATY ORGANIZATION (NATO)
AND
THE UNITED STATES OF AMERICA,
CONCERNING THE PROVISION OF SERVICES AND COMMODITIES
ON AN ADVANCE-OF-FUNDS OR REIMBURSABLE BASIS**

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AND
THE UNITED STATES OF AMERICA,
CONCERNING THE PROVISION OF SERVICES AND COMMODITIES
ON AN ADVANCE-OF-FUNDS OR REIMBURSABLE BASIS**

PREAMBLE

The North Atlantic Treaty Organization ("NATO"), and the United States of America ("the United States"), hereinafter referred to as the Parties,

On the part of the United States, acting under the authority of section 607 of the Foreign Assistance Act of 1961, as amended;

On the part of NATO, acting in accordance with the mandate of the North Atlantic Council and relevant financial regulations and rules;

Recalling the exchange of letters between NATO and the United States of America of May 15 and 16, 2012 (the "Exchange of Letters"), and the Agreement between the North Atlantic Treaty Organization (NATO) and the United States of America Concerning the Provision of Services and Commodities on an Advance-of-Funds or Reimbursable Basis, signed at Baghdad and Brussels on June 7 and July 16, 2012 (the "Agreement"), which together established arrangements concerning the presence of the NATO Transition Cell (the "Cell") in Baghdad, Iraq;

Desiring to extend such arrangements until July 1, 2013;

Have agreed as follows:

ARTICLE I

The understanding between NATO and the United States of America that was effected by the Exchange of Letters is hereby extended to remain effective until July 1, 2013.

ARTICLE II

Pursuant to Article VII.2 of the Agreement, the Agreement shall be extended to remain in force until July 1, 2013.

ARTICLE III

Article III.7 of the Agreement shall be replaced by the following:

NATO shall provide reimbursement for all charges on invoices from the U.S. Department of State and the U.S. Department of Defense by Electronic Funds Transfer to the bank account identified in writing in each invoice.

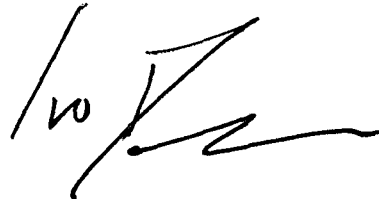
DONE at Brussels, this 15th day of November, 2012, in duplicate.

FOR THE NORTH ATLANTIC TREATY
ORGANIZATION:



Alexander Vershbow
Deputy Secretary General

FOR THE UNITED STATES
OF AMERICA:



Ivo H. Daalder
U.S. Ambassador to NATO