

DEFENSE

Cooperation

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

Effected by Exchange of Notes at
Tallinn May 11 and June 9, 2015



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.”

ESTONIA

Defense: Cooperation

*Agreement effected by exchange of notes at
Tallinn May 11 and June 9, 2015;
Entered into force June 9, 2015.*

No. 30/2015

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Estonia and has the honor to recall the rights and obligations of the United States of America and the Republic of Estonia in the North Atlantic Treaty, done at Washington, April 4, 1949; and the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, done at London June 19, 1951 (hereinafter "the NATO SOFA"), and the intent to supplement the provisions thereof. The Embassy has the further honor to propose the following Agreement between the Government of the United States of America and the Government of the Republic of Estonia (hereinafter collectively referred to as "the Parties" and individually as "Party") regarding access to and use of facilities and areas located within the Republic of Estonia, for the purposes of enhanced defense cooperation:

"United States forces" shall be defined as the entity comprising members of the force and civilian employees of the United States Department of Defense, and all property, equipment, and materiel of the United States Armed Forces present in

DIPLOMATIC NOTE

the Republic of Estonia. "United States contractors" shall be defined as non-Estonian companies and firms, and their employees who are not nationals of the Republic of Estonia, under contract or subcontract with or in support of the United States Department of Defense present in the Republic of Estonia. "Members of the force" means the "force" as used in Article I of the NATO SOFA.

Recognizing the mutual benefit of the presence of United States forces in the territory of the Republic of Estonia, the Republic of Estonia shall furnish the following agreed facilities and areas, to which United States forces and United States contractors shall have unimpeded access, for activities undertaken in connection with this Agreement: 1. Ämari Air Base; 2. Central Training Area; 3. Tapa Garrison; and 4. such other facilities and areas in the territory of the Republic of Estonia as may be provided by the Republic of Estonia in the future as mutually agreed by the Parties. Facilities and areas provided by the Republic of Estonia may be designated either for the exclusive use of United States forces or for joint use by United States forces and Estonian Defense Forces.

"Unimpeded access" shall include the unrestricted right of United States forces, United States contractors, and vehicles, vessels, and aircraft operated by or for the United States forces to access and use facilities and areas for visits, training,

exercises, combined training activities, transit, support and related activities, refueling of aircraft, temporary maintenance of vehicles, vessels and aircraft, accommodation of personnel, communications, prepositioning of equipment, staging and deploying of forces and materiel, humanitarian activities, and such other purposes as mutually agreed to by the Parties. United States forces 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.

In making agreed facilities and areas available, and in the use of such facilities and areas, the Parties shall give due regard to operational and security concerns.

United States forces shall be authorized by this Agreement to exercise all rights and authorities within those agreed facilities and areas that are provided for the exclusive use of United States forces that are necessary for their use, operation, defense, or control, including to take appropriate measures to maintain or restore order and to protect United States forces and United States contractors. United States forces intend to coordinate such measures with the appropriate Estonian authorities.

The Republic of Estonia shall furnish the agreed facilities and areas to United States forces without rental or similar costs, including facilities and areas jointly used by United States forces and Estonian forces. United States forces shall cover all necessary operations and maintenance expenses associated with their use of facilities and areas.

United States forces and United States contractors shall be authorized by this Agreement to undertake construction activities on, and make alterations and improvements to, agreed facilities and areas covered by this Agreement. The Republic of Estonia shall facilitate United States forces' efforts in these undertakings by ensuring that such construction, alterations, and improvements have the necessary Estonian authorizations. United States forces shall consult with Estonian authorities on issues regarding such construction, alterations, and improvements based on the two governments' shared intent that the technical requirements and construction standards associated with any such projects undertaken by or on behalf of United States forces should be consistent with the requirements and standards of both Governments. United States forces may carry out construction works with its members of the force.

United States forces shall be authorized by this Agreement to preposition and store defense equipment, supplies, and materiel to and within the agreed facilities and areas, and to and within other locations as mutually agreed, and the locations where such defense equipment, supplies, and materiel are stored shall be for the exclusive use of United States forces. The United States shall retain title to all equipment, materiel, and supplies, relocatable structures, and other moveable property that have been imported into or acquired within the territory of the Republic of Estonia in connection with this Agreement.

The Governments of the United States of America and the Republic of Estonia shall take all reasonable measures to ensure the protection, safety, and security of United States property from seizure or conversion without the prior written consent of the Government of the United States of America.

United States forces may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the Republic of Estonia 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 the Republic of Estonia by or on behalf of the United States forces in connection with activities under this Agreement shall not be subject to any taxes or similar charges in the Republic of Estonia.

All obligations of United States Forces under this Agreement are subject to the availability of appropriated funds authorized for these purposes.

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

Any divergence in views or disputes regarding the interpretation or application of this Agreement are to be resolved at the lowest competent level. Should those efforts be unsuccessful, such divergences and disputes shall be resolved by the Parties through further consultations and shall not be referred to any national or international court, tribunal, or other similar body, or any third party for settlement.

This Agreement shall remain in force for two (2) years. It may be extended by mutual agreement of the Parties or terminated by either Party with one (1) year notice.

The Embassy further proposes that, if the abovementioned proposal is acceptable to the Government of Estonia, this note, together with the Ministry's affirmative reply note, shall constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's reply note.

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

Embassy of the United States of America,

Tallinn, May 11, 2015.



*Ministry of Foreign Affairs
Republic of Estonia*

No. 15. 2-2/2082-3

NOTE VERBALE

The Ministry of Foreign Affairs of the Republic of Estonia present their compliments to the Embassy of the United States of America and have the honour to refer to the Embassy's Note No. 30/2015, dated 11 May 2015, which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Estonia and has the honor to recall the rights and obligations of the United States of America and the Republic of Estonia in the North Atlantic Treaty, done at Washington, April 4, 1949, and the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, done at London June 19, 1951 (hereinafter "the NATO SOFA"), and the intent to supplement the provisions thereof. The Embassy has the further honor to propose the following Agreement between the Government of the United States of America and the Government of the Republic of Estonia (hereinafter collectively referred to as "the Parties" and individually as "Party") regarding access to and use of facilities and areas located within the Republic of Estonia, for the purposes of enhanced defense cooperation:

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To the Embassy
of the United States of America
TALLINN

"United States forces" shall be defined as the entity comprising members of the force and civilian employees of the United States Department of Defense, and all property, equipment, and materiel of the United States Armed Forces present in the Republic of Estonia. "United States contractors" shall be defined as non-Estonian companies and firms, and their employees who are not nationals of the Republic of Estonia, under contract or subcontract with or in support of the United States Department of Defense present in the Republic of Estonia. "Members of the force" means the "force" as used in Article I of the NATO SOFA.

Recognizing the mutual benefit of the presence of United States forces in the territory of the Republic of Estonia, the Republic of Estonia shall furnish the following agreed facilities and areas, to which United States forces and United States contractors shall have unimpeded access, for activities undertaken in connection with this Agreement: 1. Amari Air Base; 2. Central Training Area; 3. Tapa Garrison; and 4. such other facilities and areas in the territory of the Republic of Estonia as may be provided by the Republic of Estonia in the future as mutually agreed by the Parties. Facilities and areas provided by the Republic of Estonia may be designated either for the exclusive use of United States forces or for joint use by United States forces and Estonian Defense Forces.

"Unimpeded access" shall include the unrestricted right of United States forces, United States contractors, and vehicles, vessels, and aircraft operated by or for the United States forces to access and use facilities and areas for visits, training, exercises, combined training activities, transit, support and related activities, refueling of aircraft, temporary maintenance of vehicles, vessels and aircraft, accommodation of personnel, communications, prepositioning of equipment, staging and deploying of forces and materiel, humanitarian activities, and such other purposes as mutually agreed to by the Parties. United States forces 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.

In making agreed facilities and areas available, and in the use of such facilities and areas, the Parties shall give due regard to operational and security concerns.

United States forces shall be authorized by this Agreement to exercise all rights and authorities within those agreed facilities and areas that are provided for the exclusive use of United States forces that are necessary for their use, operation, defense, or control, including to take appropriate measures to maintain or restore order and to protect United States forces and United States contractors. United States forces intend to coordinate such measures with the appropriate Estonian authorities.

The Republic of Estonia shall furnish the agreed facilities and areas to United States forces without rental or similar costs, including facilities and areas jointly used by United States forces and Estonian forces. United States forces shall cover all necessary operations and maintenance expenses associated with their use of facilities and areas.

United States forces and United States contractors shall be authorized by this Agreement to undertake construction activities on, and make alterations and improvements to, agreed facilities and areas covered by this Agreement. The Republic of Estonia shall facilitate United States forces' efforts in these undertakings by ensuring that such construction, alterations, and improvements have the necessary Estonian authorizations. United States forces shall consult with Estonian authorities on issues regarding such construction, alterations, and improvements based on the two governments' shared intent that the technical requirements and construction standards associated with any such projects undertaken by or on behalf of United States forces should be consistent with the requirements and standards of both Governments. United States forces may carry out construction works with its members of the force.

United States forces shall be authorized by this Agreement to preposition and store defense equipment, supplies, and materiel to and within the agreed facilities and areas, and to and within other locations as mutually agreed, and the locations where such defense equipment, supplies, and materiel are stored shall be for the exclusive use of United States forces. The United States shall retain title to all equipment, materiel, and supplies, relocatable structures, and other moveable property that have been imported into or acquired within the territory of the Republic of Estonia in connection with this Agreement.

The Governments of the United States of America and the Republic of Estonia shall take all reasonable measures to ensure the protection, safety, and security of United States property from seizure or conversion without the prior written consent of the Government of the United States of America.

United States forces may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the Republic of Estonia 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 the Republic of Estonia by or on behalf of the United States forces in connection with activities under this Agreement shall not be subject to any taxes or similar charges in the Republic of Estonia.

All obligations of United States Forces under this Agreement are subject to the availability of appropriated funds authorized for these purposes.

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

Any divergences in views or disputes regarding the interpretation or application of this Agreement are to be resolved at the lowest competent level. Should those efforts be unsuccessful, such divergences and disputes shall be resolved by the Parties through further consultations and shall not be referred to any national or international court, tribunal, or other similar body, or any third party for settlement.

This Agreement shall remain in force for two (2) years. It may be extended by mutual agreement of the Parties or terminated by either Party with one (1) year notice.

The Embassy further proposes that, if the abovementioned proposal is acceptable to the Government of Estonia, this note, together with the Ministry's affirmative reply note, shall constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's reply note.

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

The Ministry of Foreign Affairs of the Republic of Estonia confirm that the foregoing is acceptable to the Government of the Republic of Estonia. Accordingly the Embassy's Note and this reply Note shall constitute the Agreement between the Government of the Republic of Estonia and the Government of the United States of America regarding the Use of Areas and Facilities of the Estonian Defense Forces, which shall enter into force on the date of this Note.

The Ministry of Foreign Affairs of the Republic of Estonia avail themselves of this opportunity to renew to the Embassy of the United States of America the assurances of their highest consideration.

Tallinn, 9 June 2015

