

**Agreement Between the Government of the United States of America and the
Government of Montenegro on Status Protections and Access to and Use of Military
Infrastructure in Montenegro**

The Government of the United States of America (hereafter, "the United States") and the Government of Montenegro (hereafter "Montenegro")(together hereafter "the Parties"):

Desiring to conclude an agreement on enhanced defense cooperation between the United States of America and Montenegro;

Affirming that such cooperation is based on full respect for the sovereignty of each Party and the purposes of the United Nations Charter;

Recognizing the desire of the Parties to share the burden to support those United States forces that may be present in the territory of Montenegro in conjunction with such cooperation;

And

Recognizing the need to enhance their common security, to contribute to international peace, and to build closer cooperation;

Have agreed as follows:

Article I

Definitions

1. "United States Armed Forces" means the entity comprising United States personnel and all property, equipment and materiel of the U.S. Armed Forces present in the territory of Montenegro.
2. "United States personnel" means the members of the United States Armed Forces and U.S. Department of Defense civilian personnel who may be present in Montenegro in connection with activities under this Agreement.
3. "United States contractors" means non-Montenegrin companies and firms and their non-Montenegrin employees, under contract to the U.S. Department of Defense who may be temporarily present in Montenegro in connection with activities under this Agreement.
4. "Executive Agents" means the U.S. Department of Defense for the United States and the Ministry of Defense for Montenegro.

Article II

Purposes of the Agreement

Montenegro shall provide to the United States access to and use of such facilities as may be necessary to implement the State Partnership Program and other activities as may be agreed upon by the Parties, including but not limited to transportation, storage and training facilities. Access to and use of such facilities shall be provided without charge.

Article III

Respect for Law

United States personnel are obligated to respect the laws of Montenegro, and shall have a duty not to interfere in the internal affairs of Montenegro.

Article IV

Entry, Exit, Movement, and Licenses

1. United States personnel may enter and exit Montenegro with United States identification and with collective movement or individual travel orders.
2. United States personnel and United States contractors shall have freedom of movement within Montenegro in order to implement this Agreement.
3. The authorities of Montenegro shall accept as valid, without a driving test or fee, driving licenses or permits issued by appropriate United States authorities to United States personnel for the operation of vehicles and all professional licenses issued by the United States, its political subdivisions or States thereof to United States personnel for the provision of services to United States personnel, United States contractors, and other authorized personnel.

Article V

Status of United States Personnel

1. United States personnel shall be accorded the status equivalent to that accorded to the administrative and technical staff of the United States Embassy under the Vienna Convention on Diplomatic Relations of April 18, 1961.

2. Montenegro recognizes the particular importance of disciplinary control by the United States military authorities over United States personnel and, therefore, Montenegro authorizes the United States to exercise criminal jurisdiction over such personnel, with the understanding that the United States should inform Montenegrin authorities of the exercise of jurisdiction when requested by the Government of Montenegro.

Article VI

Bearing of Arms and Wearing of Uniforms

United States personnel are authorized to wear uniforms while performing official duties in connection with activities under this Agreement and to carry arms while on duty if authorized to do so by their orders. The Parties shall cooperate to take such steps as necessary to ensure the security of United States personnel and property in Montenegro.

Article VII

Labor

1. The local civilian labor requirements for the United States Armed Forces shall be satisfied under a personnel system agreed upon by the parties. The United States Armed Forces shall determine the number and qualifications of persons to be hired to perform its mission in Montenegro, and may employ dependents, as well as persons authorized to be employed in Montenegro.

2. The United States Armed Forces shall respect Montenegrin labor law to the extent that Montenegrin labor law currently applies to civilian employees of the Montenegrin Government, in particular, to civilian employees of the Montenegrin Ministry of Defense, and to the extent Montenegrin labor law is not contrary to relevant provisions of United States law and regulations. In particular, the following shall apply with regard to persons employed in Montenegro by the United States Armed Forces:

a. the total compensation, including wages, benefits and supplementary payments, as well as increases in compensation, paid to persons employed in Montenegro by the United States Armed Forces Pay shall be subject to limitations imposed by United States law and regulations.

b. persons employed in Montenegro by the United States Armed Forces shall not have the right to strike, as such activity is incompatible with United States Armed Forces operational requirements, and:

c. the United States Armed Forces may terminate the employment of any person employed in Montenegro by the United States Armed Forces upon a determination that continued employment is inconsistent with United States Armed Forces requirements. The United States Armed Forces may terminate the employment of such persons for disciplinary, performance, security or organizational reasons in accordance with United States law and regulations. The United States Armed Forces shall not be required to reemploy or reinstate any individual terminated for the reasons stated herein, if such reemployment or reinstatement is determined by the United States Armed Forces to be inconsistent with United States Armed Forces interests.

Article VIII

Taxes, Customs, and Fees

1. The United States Armed Forces and United States personnel shall not be liable to pay any tax or similar charge assessed by or within Montenegro. The United States Armed Forces and United States personnel may import into, export from, and use within Montenegro any personal property, equipment, supplies, materials, technology, training and services for implementation of this Agreement. Such importation, exportation and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes or any other charges assessed by or within Montenegro.

2. Vessels and aircraft owned or operated by or exclusively for the United States Armed Forces shall not be subject to the payment of landing, parking or port fees, pilotage charges, lighterage, and harbor dues, or other similar fees while in Montenegro. Aircraft owned or operated by or exclusively for the United States Armed Forces shall not be subject to the payment of overflight, navigation or terminal fees or similar fees when in Montenegro. However, United States Armed Forces shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Armed Forces of Montenegro. Aircraft, vehicles and vessels of the United States shall be free from inspection.

Article IX

Contracts and United States Contractors

1. The United States Armed Forces may contract for any materials, supplies, equipment and services (including construction) to be furnished or undertaken in Montenegro in implementation of this Agreement without restriction as to choice of contractor, supplier or person who provides such goods or services. Such contracts shall be solicited, awarded and administered in accordance with the laws and regulations of the United States. Acquisition of articles and services in Montenegro by or on behalf of the United

Sates in implementing this Agreement shall not be subject to any taxes, customs duties, or similar charges in Montenegro.

2. United States contractors shall not be liable to pay any tax or similar charge assessed within Montenegro and such contractors may import into, export out of, and use within Montenegro any personal property, equipment, supplies, materials, technology, training or services associated with fulfillment of contracts with the United States in furtherance of this Agreement. Such importation, exportation and use shall be exempt from any license, other restrictions, customs duties, taxes or any other charges assessed within Montenegro.

3. United States contactors shall be granted the same treatment as United States personnel with respect to driver's and professional licenses under Article IV of this Agreement.

4. United States contractors and United States contractor employees shall be certified as such by the United States military authorities and such certifications shall be provided to the appropriate Montenegrin authorities and the United States contractors and United States contractor employees.

Article X

Claims

1. Other than contractual claims, the Parties will waive any and all claims against each other for damage to, loss or destruction of the other's property or injury or death to personnel of either Party arising out of the performance of their official duties under this Agreement.

2. Claims by third parties for damages or loss caused by United States personnel shall be resolved by the United States in accordance with United States laws and regulations.

3. Claims (other than contractual claims) not resolved in accordance with paragraph 2 of this Article may be subject to the jurisdiction of the civil courts of the Republic of Montenegro."

Article XI

Utilities and Communications

1. United States Armed Forces and United States contractors may use water, electricity, and other public utilities on terms and conditions, including rates or charges, no less favorable than those available to the Montenegrin Armed Forces or Montenegro, in like circumstances, unless otherwise agreed, and their costs shall be equal to their pro rata share of the use of such utilities.

2. Montenegro recognizes that it may be necessary for the United States Armed Forces to use the radio spectrum. The United States Armed Forces are authorized to operate their own telecommunication systems (as telecommunication is defined in the 1992 Constitution of the International Telecommunication Union). This shall include the right to utilize such means and services as required to assure 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. The responsible authorities of the United States and the Republic of Montenegro shall coordinate regarding the use of frequencies by the Armed Forces of the United States.

Article XII

Implementing Arrangements

The Parties or their Executive Agents may enter into more detailed implementing arrangements or agreements to carry out the provisions of this Agreement.

Article XIII

Amendments

The Agreement may be amended by written, mutual agreement of the Parties.

Article XIV

Interpretation

1. Any disagreements that may arise from the application or implementation of this Agreement, or its implementing arrangements or agreements, shall be settled through consultation between the Parties, including as necessary, through diplomatic channels and shall not be referred to any tribunal or third parties for resolution.

2. In the event that both Parties should, in the future, become parties to similar agreements that contain provisions that conflict with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Article XV

Entry into Force, Duration and Termination

This Agreement shall enter into force upon the date of signature and shall have a term of one year.

Thereafter it shall continue in force unless terminated by either Party upon 180 days' written notice to the other Party through diplomatic channels.

IN WITNESS THEREOF, the undersigned, being duly authorized by their respective governments, have signed this agreement.

Done at Washington this first day of May, 2007 in duplicate, in the English and official language of Montenegro, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA :



FOR THE GOVERNMENT OF
MONTENEGRO

