

**AGREEMENT ON DEFENSE COOPERATION
BETWEEN
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF
THE SLOVAK REPUBLIC**

CONTENTS

	Preamble
Article 1	Scope, Purpose, and Implementation
Article 2	Definitions
Article 3	Access to and Use of Agreed Facilities and Areas
Article 4	Prepositioning of Defense Equipment, Supplies, and Materiel
Article 5	Property Ownership
Article 6	Security
Article 7	Entry and Exit
Article 8	Logistics Support
Article 9	Motor Vehicles
Article 10	Licenses
Article 11	Movement of Aircraft, Vessels, and Vehicles
Article 12	Criminal Jurisdiction
Article 13	Custody and Access
Article 14	Discipline
Article 15	Claims
Article 16	Official Tax Exemptions
Article 17	Personal Tax Exemptions
Article 18	Official Importation and Exportation
Article 19	Personal Importation and Exportation
Article 20	Customs Procedures
Article 21	Military Service Activities
Article 22	Military Post Offices
Article 23	Currency and Exchange
Article 24	Labor
Article 25	Contracting Procedures
Article 26	Status of Contractors
Article 27	Environment, Human Health, and Safety
Article 28	Utilities and Communications
Article 29	Resourcing and Disputes
Article 30	Entry Into Force, Amendment, and Duration
Annex A	Agreed Facilities and Areas

The Government of the United States of America (the “United States”) and the Government of the Slovak Republic (“Slovakia”), hereinafter referred to collectively as “the Parties” and individually as a “Party”,

Desiring to conclude an agreement on the enhanced defense cooperation between the United States and Slovakia;

Affirming that such cooperation is based on full respect for the sovereignty of each Party and for the mutual obligations of the Parties resulting from other international agreements, including the United Nations Charter;

Cognizant of the rights and obligations deriving from the North Atlantic Treaty, signed at Washington on April 4, 1949;

Acknowledging that the presence of United States (“U.S.”) forces in the Euro-Atlantic area contributes to strengthening the security and stability of Slovakia and the region;

Considering that U.S. forces, their dependents, and U.S. contractors may be present in the territory of Slovakia and that the purpose of such presence of U.S. forces is to further the efforts of the Parties to promote peace and security in areas of mutual interest and benefit and to take part in common defense efforts;

Recognizing that the presence of U.S. forces in the territory of Slovakia is with the consent of Slovakia and with full respect for the Constitution of the Slovak Republic and other Slovak law;

Desiring to share the responsibility of supporting those U.S. forces that may be present in the territory of Slovakia in an equitable and sustainable manner;

Recognizing the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, signed at London June 19, 1951 (the “NATO SOFA”), which entered into force August 23, 1953, including its provision regarding separate arrangements supplementary to the NATO SOFA;

Recognizing the Acquisition and Cross Servicing Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of the Slovak Republic, signed at Bratislava December 15, 1998 (the “ACSA”), which entered into force December 15, 1998;

Recognizing the Agreement Between the Government of the United States of America and the Government of the Slovak Republic Concerning Security Measures for the Protection of Classified Military Information, signed at Washington April 11, 1995 (the “Information Security Agreement”), which entered into force April 11, 1995; and

Recognizing the need to enhance their common security, to contribute to international peace and stability, and to deepen cooperation in the areas of defense and security;

Have agreed as follows:

ARTICLE 1
SCOPE, PURPOSE, AND IMPLEMENTATION

1. This Agreement, promotes and strengthens, *inter alia*:
 - (a) Cooperation between the Parties in defense related matters, including bilaterally and in the framework of NATO;
 - (b) Defense capability development, defense planning, and military training of the Parties to enhance common defense efforts;
 - (c) Regular consultation on threats and challenges to international peace and security; and
 - (d) Exchange of information and experiences on strategic defense and security issues.
2. This Agreement sets forth the framework for enhanced partnership and defense and security cooperation between the United States and Slovakia and supplements the terms and conditions set forth in the NATO SOFA that govern the presence of U.S. forces and their dependents in the territory of Slovakia and, in specific situations indicated herein, the presence and activities of U.S. contractors in the territory of Slovakia.
3. The Parties or their Executive Agents shall consult as necessary, but no less than annually, to ensure the proper implementation of this Agreement, including with regard to the details of the activities of U.S. forces in the territory of Slovakia. The Executive Agents shall develop procedures for consultation between their respective representatives on all matters concerning the effective implementation of this Agreement. As appropriate, the Parties or their Executive Agents may enter into implementing agreements or arrangements to carry out the provisions of this Agreement.

ARTICLE 2 DEFINITIONS

For purposes of this Agreement, the following terms are hereunder defined:

1. “U.S. forces” means the entity comprising the force and the civilian component, and all property, official U.S. information, equipment, and materiel (including vehicles, vessels, and aircraft operated by or for the United States) of the U.S. Armed Forces present in the territory of Slovakia.
2. “Force” has the meaning set forth in Article I, Paragraph 1(a), of the NATO SOFA.
3. Except as otherwise provided in Article 15 of this Agreement, “civilian component” has the meaning set forth in Article I, Paragraph 1(b), of the NATO SOFA, and also includes: a) employees of non-Slovak, non-commercial organizations who are nationals of the United States of America or ordinarily resident in the territory of the United States and who are not ordinarily resident in the territory of the Slovakia, and who, solely for the purpose of contributing to the welfare, morale, or education of U.S. forces, are accompanying those forces in the territory of Slovakia; and b) dependents employed by U.S. forces, including for the purposes of the military service activities contemplated in Articles 21 and 22 of this Agreement, and by the non-commercial organizations referred to in this Paragraph.
4. “U.S. contractors” means non-Slovak individuals, non-Slovak legal entities, and their employees who are not nationals of Slovakia that are under contract or subcontract to the U.S. Department of Defense.
5. “Dependent” has the meaning set forth in Article I, Paragraph 1(c), of the NATO SOFA, and also includes a family member of a member of the force or the civilian component who (a) is financially, legally, or for reasons of health dependent upon and supported by such member; (b) shares the quarters occupied by such member; and (c) is present in the territory of Slovakia with the consent of the authorities of the force.
6. “Agreed Facilities and Areas” means the facilities and areas in the territory of Slovakia listed in Annex A to this Agreement, and such other facilities and areas in the territory of Slovakia as may be provided by Slovakia in the future and mutually agreed, to which U.S. forces, U.S. contractors, dependents, and others as mutually agreed, shall have the rights of access and use pursuant to this Agreement. With full respect for portions designated by Slovakia or its Executive Agent for its exclusive use, the Parties shall have joint access to and use of Agreed Facilities and Areas, except for any portions thereof specifically designated by the Parties or their Executive Agents for the exclusive access and use of U.S. forces.
7. “Executive Agent” means the U.S. Department of Defense for the United States and the Ministry of Defence of the Slovak Republic for Slovakia, or their respective designees.
8. “Official U.S. Information” means information that is owned by, produced for or by, or is subject to the control of the United States.

ARTICLE 3
ACCESS TO AND USE OF AGREED FACILITIES AND AREAS

1. With full respect for the sovereignty and laws of the Slovak Republic, U.S. forces are authorized operational control of Agreed Facilities and Areas for the purposes of access and use by U.S. forces, U.S. contractors, dependents, and others as mutually agreed for visits; training; exercises; maneuvers; transit; support and related activities; refueling of aircraft; bunkering of vessels; landing and recovery of aircraft; temporary maintenance of vehicles, vessels, and aircraft; accommodation of personnel; communications; staging and deploying of forces and materiel; prepositioning of equipment, supplies, and materiel; security assistance and cooperation activities; joint and combined training activities; humanitarian and disaster relief activities; contingency operations; construction in support of mutually agreed activities; and such other purposes as the Parties or their Executive Agents may agree, including those undertaken in the framework of the North Atlantic Treaty.

2. In furtherance of such activities and purposes, Slovakia authorizes U.S. forces to control entry to Agreed Facilities and Areas, or portions thereof, that have been provided for exclusive use by U.S. forces, and to coordinate entry with Slovak authorities at Agreed Facilities and Areas jointly used by U.S. forces and Slovak Armed Forces, for purposes of safety and security. The Executive Agents shall establish procedures to cooperate regarding operational and security concerns for access to Agreed Facilities and Areas.

3. When requested, the Slovak Executive Agent shall facilitate temporary access and use by U.S. forces and U.S. contractors to:

(a) public land and facilities (including roads, ports, and airports) that are not a part of an Agreed Facility and Area, including those owned or controlled by Slovakia, by local self-governing regions, or by local governments, and

(b) private land and facilities (including roads, ports, and airports) for use in support of U.S. forces.

Such facilitation shall be without cost to U.S. forces or U.S. contractors.

4. In making Agreed Facilities and Areas available and in the use of such Agreed Facilities and Areas, the Parties shall give due regard to operational and security concerns.

5. Slovakia shall provide, without rental or similar costs to U.S. forces, all Agreed Facilities and Areas, including those jointly used by U.S. forces and Slovak Armed Forces.

6. In coordination with the Slovak Executive Agent, U.S. forces and U.S. contractors may undertake construction activities on, and make alterations and improvements to, Agreed Facilities and Areas in furtherance of the activities and purposes set forth in Paragraph 1 of this Article. U.S. forces shall cooperate with the Slovak Executive Agent on issues regarding such construction, alterations, and improvements based on the Parties' shared intent that the technical requirements and construction standards of any such projects undertaken by or on behalf of U.S. forces should be consistent with the requirements and standards of both Parties. Towards this

end, this Paragraph shall be implemented in accordance with mutually determined procedures, including in implementing arrangements if necessary. U.S. forces may carry out such construction, alterations, and improvements with members of the force.

7. U.S. forces shall be responsible for the construction and development costs for Agreed Facilities and Areas provided for the exclusive use of U.S. forces, and for the operations and maintenance costs thereof, unless otherwise mutually determined.

8. The Parties shall be responsible on the basis of proportionate use for the construction and development costs and operations and maintenance costs of Agreed Facilities and Areas provided for joint use, or otherwise used jointly by U.S. forces and Slovak Armed Forces, unless otherwise mutually determined.

9. Funding of construction projects undertaken by U.S. forces shall be in accordance with U.S. laws and regulations.

10. The Slovak Executive Agent shall facilitate the efforts of U.S. forces in these undertakings by obtaining the necessary Slovak authorizations and permits for such construction, alterations, and improvements, performed by or on behalf of U.S. forces. U.S. forces or U.S. contractors shall provide, when requested by the Slovak Executive Agent, all relevant, necessary, and releasable documentation to obtain such authorizations and permits. Such authorizations and permits shall be issued without cost to U.S. forces or U.S. contractors.

11. The Parties or their Executive Agents, as appropriate, shall cooperate on planning regarding the use and development of Agreed Facilities and Areas as well as areas surrounding Agreed Facilities and Areas to ensure the implementation of this Agreement over the long term.

ARTICLE 4
PREPOSITIONING OF DEFENSE EQUIPMENT,
SUPPLIES, AND MATERIEL

1. With full respect for the sovereignty and laws of the Slovak Republic, U.S. forces may transport, preposition, and store defense equipment, supplies, and materiel (“prepositioned materiel”) at Agreed Facilities and Areas, and at other locations as mutually agreed. The Parties or their Executive Agents shall consult, as necessary, concerning activities under this Article.
2. U.S. forces shall notify, in advance, the Slovak Executive Agent regarding the types, quantities, and delivery schedules of such prepositioned materiel that U.S. forces intend to transport or preposition in the territory of Slovakia, as well as regarding U.S. contractors who make such deliveries.
3. The prepositioned materiel of U.S. forces and the facilities or portions thereof designated for storage of such prepositioned materiel shall be for the exclusive use of U.S. forces. U.S. forces shall have exclusive control over the access to, use of, and disposition of such prepositioned materiel and shall have the unencumbered right to remove such prepositioned materiel at any time from the territory of Slovakia.
4. U.S. forces and U.S. contractors shall have operational control of storage facilities referenced in Paragraph 1 of this Article for matters related to the prepositioning and storage of prepositioned materiel, including delivery, management, inspection, use, maintenance, and removal of such prepositioned materiel. Aircraft, vehicles, and vessels operated by or for U.S. forces shall have access to airports and inland ports of Slovakia and other locations, as agreed, for the delivery to, storage and maintenance in, and removal from the territory of Slovakia of U.S. forces’ prepositioned materiel.

ARTICLE 5
PROPERTY OWNERSHIP

1. All buildings, non-relocatable structures, and assemblies affixed to the land in Agreed Facilities and Areas, including those altered or improved by U.S. forces, shall remain the property of Slovakia. All such buildings, structures, and assemblies constructed by U.S. forces shall become the property of Slovakia, once constructed, but shall be used by U.S. forces until no longer needed by U.S. forces.
2. U.S. forces shall return as the sole and unencumbered property of Slovakia any Agreed Facility or Area, or any portion thereof, including buildings, non-relocatable structures, and assemblies constructed by U.S. forces once no longer used by U.S. forces, provided that the United States shall incur no expense to do so. The Parties or their Executive Agents shall consult regarding the terms of return of any Agreed Facility or Area, including compensation for the mutually determined residual value of improvements or construction made by the United States.
3. U.S. forces and U.S. contractors shall retain title to all equipment, materiel, supplies, relocatable structures, and other movable property they have imported into or acquired within the territory of Slovakia in connection with this Agreement unless and until such time as they surrender title.
4. The Parties or their designees may consult regarding the possible transfer or purchase of U.S. forces' equipment determined to be excess to the needs of the United States, as may be authorized by U.S. laws and regulations.

ARTICLE 6 SECURITY

1. Understanding that Slovakia has overall responsibility for security in the territory of Slovakia, Slovakia shall take such measures as are necessary to ensure the protection, safety, and security of U.S. forces, U.S. contractors, dependents, and prepositioned materiel, and the protection and security of Official U.S. Information. In furtherance of this responsibility, Slovak and U.S. forces authorities shall coordinate closely to ensure that security and protection is provided.
2. U.S. forces are authorized to exercise all rights and authorities necessary for U.S. forces' operational control for the purpose of their access and use of Agreed Facilities and Areas, including taking appropriate measures to defend, maintain, or restore order, and to protect U.S. forces, U.S. contractors, and dependents. The United States should coordinate such measures and shall coordinate force protection plans with the appropriate authorities of Slovakia.

ARTICLE 7 ENTRY AND EXIT

1. Slovakia shall not require countersignature of movement orders under Article III, Paragraph 2(b), of the NATO SOFA.
2. In accordance with the NATO SOFA, Slovakia shall not require passports or visas for entry into and departures from the territory of Slovakia for members of the force holding the required personal identity card and a valid movement order. Further, Slovakia shall not require visas for entry into and departure from the territory of Slovakia for members of the civilian component, dependents, and U.S. contractors holding a U.S. Department of Defense identification card, movement order, or letter of authorization issued by the competent authority of the United States confirming their status, and a valid passport.
3. U.S. forces, U.S. contractors, and dependents shall be exempt from regulations governing the registration and control of aliens. Their stay in the territory of Slovakia shall be considered a temporary stay. Upon the request of U.S. forces authorities, Slovak authorities shall issue, free of charge, a certificate of stay for these persons.
4. Should a member of the U.S. forces die or leave the territory of Slovakia on transfer, the dependents of such member shall continue to be accorded the status of dependents under this Agreement for a period of ninety (90) days after such death or transfer. In cases where dependent children are enrolled in education facilities in the territory of Slovakia prior to the member's death or transfer, the dependents shall continue to be accorded the status of dependents for a period of not less than thirty (30) calendar days after the end of the school year or termination of enrollment.

ARTICLE 8

LOGISTICS SUPPORT

1. Slovakia shall use best efforts, considering its internal national requirements and available capabilities, to provide to U.S. forces, upon request, logistics support to conduct activities under this Agreement.
2. As appropriate, such logistics support shall be provided, and reimbursement made, in accordance with the ACSA or successor agreements.
3. For any logistic support not addressed by Paragraph 2 of this Article, U.S. forces and U.S. contractors shall pay reasonable costs for logistics support requested and received. In this regard, Slovakia shall accord to U.S. forces treatment no less favorable than is accorded to the Slovak Armed Forces, less taxes, fees, or similar charges, in accordance with mutually determined procedures.

ARTICLE 9

MOTOR VEHICLES

1. Slovak authorities shall honor the registration and licensing by U.S. military and civilian authorities of motor vehicles and trailers, including those privately-owned or operated, of U.S. forces, including members of the force and the civilian component, U.S. contractors, and dependents. Upon the request of U.S. forces authorities, Slovak authorities shall issue, without charge, military license plates for U.S. forces' official, non-tactical vehicles, and license plates that are indistinguishable from those issued to the Slovak population at large for private motor vehicles of the members of the U.S. forces, U.S. contractors, and dependents. Registration and licensing procedures undertaken by Slovakia referenced in this Paragraph shall be executed by the Slovak Military Police in accordance with procedures mutually determined by the Executive Agents. Such mutually determined procedures shall be reflected in the guidelines for the Slovak Military Police.
2. U.S. forces authorities shall take adequate safety measures with respect to motor vehicles and trailers registered and licensed by them or used by U.S. forces in the territory of Slovakia.
3. It is the duty of members of the U.S. forces, U.S. contractors, and dependents to respect the law of Slovakia regarding automobile liability insurance coverage for their private motor vehicles and trailers while in the territory of Slovakia.

ARTICLE 10

LICENSES

1. A license or other permit issued by U.S. authorities to a member of the U.S. forces or a U.S. contractor, empowering the holder to operate vehicles, vessels, or aircraft of the force shall be valid for such operation within the territory of Slovakia.
2. Slovak authorities shall accept as valid, without a driving test or fee, driving licenses issued by the United States, its States, or political subdivisions for the operation of private motor vehicles by members of the U.S. forces and their dependents, and U.S. contractors. International drivers' licenses shall not be required.
3. Slovakia shall not require members of the U.S. forces or U.S. contractors to obtain professional licenses issued by Slovakia in relation to the provision of services provided as part of their official or contractual duties to U.S. forces and their dependents, or to U.S. contractors, as well as to other persons as mutually agreed.

ARTICLE 11
MOVEMENT OF AIRCRAFT, VESSELS, AND VEHICLES

1. Aircraft, vessels, and vehicles operated by or exclusively for U.S. forces may enter, exit, and move freely within the territory of Slovakia with respect for the relevant rules for safety and movement. Such aircraft, vessels, and vehicles shall be free from boarding and inspection without the consent of the United States.
2. Aircraft operated by or exclusively for U.S. forces shall be authorized to over-fly, conduct aerial refueling, land, and take off within the territory of Slovakia. Such aircraft shall not be subject to air navigation service charges, including en route charges and terminal charges. Additionally, such aircraft shall not be subject to airport charges, including landing charges, parking charges and passenger service charges, at government-owned and operated airports in the territory of Slovakia.
3. U.S. forces, and U.S. contractors operating on behalf of U.S. forces, shall pay reasonable charges for services requested and received, at rates no less favorable than those paid by the Slovak Armed Forces less taxes and similar charges.
4. The competent authorities of the Parties shall cooperate in a manner consistent with the respect for relevant rules pursuant to Paragraph 1 of this Article, including as it relates to the transportation of arms, heavy equipment, and hazardous materials within the territory of Slovakia.

ARTICLE 12

CRIMINAL JURISDICTION

1. Slovakia recognizes the particular importance of U.S. forces authorities' disciplinary control over members of the U.S. forces and the effect that such control has on operational readiness. Therefore, at the request of the United States and in furtherance of its commitment to mutual defense, Slovakia hereby exercises its sovereign discretion to waive its primary right to exercise criminal jurisdiction as provided by Article VII, Paragraph 3(c), of the NATO SOFA. In specific cases of offenses of particular importance to Slovakia, Slovak authorities may withdraw the waiver by providing a statement in writing to the competent U.S. forces authorities not later than thirty (30) days after receipt of the notification described in Paragraph 2 of this Article. Slovak authorities may also submit a statement prior to receipt of such notification.
2. U.S. forces shall notify the Slovak authorities of each case falling under the provisions of Paragraph 1 of this Article, except for offenses that carry a maximum punishment of a fine or confinement of less than (3) three years.
3. Whenever a member of the U.S. forces, or a dependent, is prosecuted by Slovak authorities, jurisdiction shall be exercised by Slovak civilian courts of ordinary jurisdiction.
4. Members of the U.S. forces and dependents shall not be tried *in absentia* without their consent, unless they have wrongfully avoided appearance before the court after properly receiving notice of the date of trial or they have improperly absented themselves from U.S. forces authorities.
5. For purposes of determining whether an alleged criminal offense has arisen out of any act or omission done in the performance of official duty by a member of the U.S. forces under Article VII, Paragraph 3(a)(ii), of the NATO SOFA, certification by the appropriate U.S. forces authority in the territory of the Slovakia that such act or omission was done in the performance of official duty shall constitute conclusive proof of the fact.
6. The appropriate authorities of the Parties shall cooperate and exchange information, as appropriate, in order to facilitate victims' rights, including potential victims' claims for compensation under internal national systems.

ARTICLE 13

CUSTODY AND ACCESS

1. Slovak authorities shall notify U.S. forces authorities immediately when a member of the U.S. forces, or a dependent, is arrested or detained by Slovak authorities. U.S. forces authorities shall have prompt access, in coordination with Slovak authorities, to any such individual whenever requested. U.S. forces shall be permitted to be present during all proceedings, including interrogations of such member or dependent by Slovak authorities.

2. A member of the U.S. forces or a dependent under investigation or pending trial by Slovak authorities shall remain or be placed under the control of U.S. forces authorities, if such authorities so request, until the conclusion of all related court proceedings (including appellate proceedings). In such cases, U.S. forces authorities shall ensure the appearance at such proceedings of the member of the force, and shall make best efforts to ensure the appearance of the member of the civilian component or the dependent, before Slovak authorities in any proceedings that may require the presence of such person. In the event Slovak court proceedings are not completed within one (1) year of their commencement, U.S. forces authorities shall be relieved of any obligations under this Paragraph. Upon request of Slovak authorities, this period of time may be extended as agreed to by U.S. forces authorities and appropriate Slovak authorities. U.S. forces authorities shall give sympathetic consideration to such a request.

3. Any period of time spent in restraint exercised by Slovak authorities or custody exercised by U.S. forces authorities shall be credited against any sentence to confinement eventually adjudged in the same case.

4. Except as otherwise agreed by the Parties, confinement imposed by a Slovak court upon a member of the U.S. forces, or a dependent, shall be served in one or more Slovak penal institutions designated for such purposes by the Parties. Slovak authorities shall permit U.S. forces authorities to visit such persons outside of regular visiting hours and to provide such persons with assistance, including for their health, welfare, and morale, such as clothing, food, bedding, medical and dental care, and religious counseling. Slovak authorities shall permit family members to visit such persons in accordance with regular visiting hours and as also may be agreed by special arrangement, and to provide such persons with assistance, including for their health, welfare, and morale, such as clothing, food, bedding, medical and dental care, and religious counseling.

ARTICLE 14

DISCIPLINE

1. U.S. forces authorities shall be responsible for the maintenance of discipline and order over U.S. forces and, for this purpose, may police the Agreed Facilities and Areas or premises where U.S. forces may otherwise be located as described in Article VII, Paragraph 10, of the NATO SOFA. In those areas jointly used by U.S. forces and Slovak Armed Forces, the relevant authorities shall coordinate regarding such policing.

2. In close coordination with the relevant Slovak authorities and recognizing that Slovakia has sovereign law enforcement responsibilities within the territory of Slovakia, U.S. forces authorities may authorize the use of U.S. forces military police for the maintenance of discipline and order over U.S. forces in communities near military facilities and areas where U.S. forces are located.

ARTICLE 15

CLAIMS

1. Members of the U.S. forces, including the civilian component, shall not be subject to any proceedings for civil claims or administrative penalties arising out of acts or omissions attributable to such persons done in the performance of their official duties. Such claims may be presented to the appropriate Slovak authorities and processed according to the provisions contained in Article VIII of the NATO SOFA.
2. For purposes of this Article, the term “civilian component” shall include all persons, regardless of their nationality or place of residence, who are U.S. Government employees acting in the performance of official duty as assigned by U.S. forces, but shall not include U.S. contractors, other contractors, and employees of those contractors or of non-commercial organizations, regardless of their nationality or place of residence.
3. For purposes of determining whether potential civil liability has arisen out of any act or omission done in the performance of official duty by a member of the U.S. forces, including the civilian component, certification by the appropriate U.S. forces authority in Slovakia that such act or omission was done in the performance of official duty shall constitute conclusive proof of the fact.
4. Members of the U.S. forces, including the civilian component, shall not suffer default judgments or actions prejudicial to their interests when official duties or duly authorized absences temporarily prevent their attendance at non-criminal proceedings.

ARTICLE 16

OFFICIAL TAX EXEMPTIONS

1. With respect to value added taxes (“VAT”), sales taxes, use taxes, excise taxes, or similar or successor taxes, an exemption shall apply to acquisitions by or for U.S. forces of materiel, supplies, services, equipment, and other property (a) acquired for the ultimate use by U.S. forces; (b) to be consumed in the performance of a contract with or on behalf of U.S. forces; or (c) to be incorporated into articles or facilities used by U.S. forces. U.S. forces shall provide to the competent Slovak authorities an appropriate certification that such materiel, supplies, services, equipment, and other property are for U.S. forces.

2. The exemption shall be applied to acquisitions referred to in Paragraph 1 of this Article in accordance with mutually determined procedures set out in an implementing arrangement. The exemption shall be applied at the point of purchase, provided the transaction is accompanied by the appropriate certification referred to in Paragraph 1 of this Article. In all other cases, or in the event a vendor is unable to provide such point of purchase exemption, the exemption shall be granted by reimbursement within thirty (30) days of receipt of a request.

ARTICLE 17
PERSONAL TAX EXEMPTIONS

1. Members of the U.S. forces and dependents shall not be liable to pay any tax, including VAT, fee, license charge, or similar charges, in the territory of Slovakia on the purchase, ownership, possession, use, transfer between themselves, or transfer in connection with death, of their tangible movable property imported into the territory of Slovakia or acquired there for their own personal use. The exemption shall apply at the point of purchase, if feasible, or be reimbursed within thirty (30) days of a request, in accordance with procedures set out in an implementing arrangement. Members of the U.S. forces and dependents who possess or use sound and television broadcast receiving apparatus and Internet-capable devices in the territory of Slovakia shall be exempt from taxes, fees, license charges, or similar charges related to such use or possession. Motor vehicles owned by members of the U.S. forces and dependents shall be exempt from Slovak road taxes, registration or license fees, and similar charges, but not from the payment of tolls for the use of roads, bridges, and tunnels paid by members of the general public.
2. The exemption from taxes on income provided by Article X of the NATO SOFA shall also apply to income received by members of the U.S. forces, dependents, and U.S. contractors from employment with the organizations referred to in Article 2, Paragraph 3, of this Agreement, and activities addressed in Articles 21 and 22 of this Agreement, and from sources outside the territory of Slovakia.
3. The provisions of Slovak laws and regulations pertaining to the obligation of an employer or self-employed individual to withhold or prepay income taxes and social security contributions shall not be applicable to income exempt from taxation in the territory of Slovakia.

ARTICLE 18

OFFICIAL IMPORTATION AND EXPORTATION

1. With reference to Article XI of the NATO SOFA, materiel, supplies, equipment, and other property (a) imported by U.S. forces; (b) which are for the ultimate use by or for U.S. forces, including to support military service activities provided for in Articles 21 and 22 of this Agreement; (c) which are to be used or consumed in the performance of a contract with or on behalf of U.S. forces; or (d) which are to be incorporated into articles or facilities used by U.S. forces, shall be permitted entry into the territory of Slovakia. Such entry shall be free from duties, import or registration fees, and other similar charges, including but not limited to use taxes, excise taxes, and VAT.
2. The Parties shall cooperate as necessary to ensure that the quantities of materiel, supplies, equipment, and other property imported are reasonable. U.S. forces shall provide Slovak authorities an appropriate certificate, as provided for in Article XI, Paragraph 4 of the NATO SOFA, that such materiel, supplies, equipment, and other property qualify for the exemption under the terms of this Article. Deposit of the certificate shall be accepted in lieu of a customs inspection by Slovak authorities of the items imported and exported by or for U. S. forces under this Article. When materiel, supplies, equipment, and other property are imported by contractors under the terms of this Article, U.S. forces shall require the contractors to use the items exclusively for the execution of U.S. forces' contracts.
3. The materiel, supplies, equipment, and other property referred to in Paragraph 1 of this Article shall be exempt from any tax or other charge that would otherwise be assessed upon such property after its importation or acquisition.
4. The exportation from the territory of Slovakia of the materiel, supplies, equipment, and other property referred to in Paragraph 1 of this Article shall be exempt from Slovak export duties.

ARTICLE 19
PERSONAL IMPORTATION AND EXPORTATION

1. Members of the U.S. forces, dependents, and U.S. contractors may import their personal effects, furniture, one (1) private motor vehicle per person eighteen (18) years or older, and other goods, excluding firearms, intended for their personal or domestic use or consumption free of customs duty and taxes during their assignment in the territory of Slovakia. This privilege shall apply not only to goods that are the property of such persons but also to goods sent to them by way of gift or delivered to them in fulfillment of contracts concluded with persons not domiciled in the territory of Slovakia. Such imports may not exceed reasonable amounts for personal use and must not indicate, by their nature or quantity, that the goods are being imported for commercial reasons. Exemptions on importation of fuel, tobacco products, and alcohol products shall be subject to quantitative limits as mutually determined.

2. The goods referred to in Paragraph 1 of this Article and other goods acquired free of taxes and/or duties may not be sold or otherwise transferred to persons in the territory of Slovakia who are not entitled to import such goods duty free, unless such transfer is approved by the appropriate Slovak authorities. Such approval shall not be required for gifts to charity. Payment of any taxes due as the result of transactions with persons not entitled to import such goods shall be the responsibility of the ultimate recipient of such goods. Members of the U.S. forces, dependents, and U.S. contractors may freely transfer property referred to in Paragraph 1 of this Article between themselves and such transfers shall be free of tax and/or duty. U.S. forces shall maintain records of these transfers of tax or duty free merchandise. Slovak authorities shall accept duly filed police reports as conclusive proof that duty and tax free goods of members of the U.S. forces, dependents, and U.S. contractors have been stolen, which shall relieve the individuals of any liability for payment of the tax or duty.

3. Members of the U.S. forces, dependents, and U.S. contractors may re-export (or export) free of export duties or charges, any goods imported (or acquired) by them into the territory of Slovakia during their period of duty.

ARTICLE 20

CUSTOMS PROCEDURES

1. Slovakia shall take all appropriate measures to ensure the smooth and rapid clearance of imports and exports contemplated under this Agreement. Any customs inspection shall take place expeditiously.
2. Customs inspections under this Agreement shall be carried out in accordance with procedures mutually agreed between the appropriate Slovak authorities and U.S. forces. Any customs inspection by Slovak customs authorities of incoming or outgoing personal property of members of the U.S. forces or dependents shall be conducted when the property is delivered to or picked up from the individual's residence, or in accordance with mutually determined procedures.
3. U.S. forces' classified information may be imported into and exported from the territory of Slovakia without being subjected to a customs inspection. "Classified information" has the meaning set forth in, and shall be handled in accordance with the terms of, the Information Security Agreement, or successor agreements.
4. U.S. forces authorities shall establish the necessary measures at facilities where U.S. forces are located to prevent abuses of the rights granted under the customs provisions of the NATO SOFA and this Agreement. U.S. forces authorities and Slovak authorities shall cooperate in the investigation of any alleged customs violations.

ARTICLE 21

MILITARY SERVICE ACTIVITIES

1. U.S. forces may establish military service exchanges, commissaries, other sales outlets, open messes, social and educational centers, and recreational service areas in the territory of Slovakia at mutually agreed locations for use by members of the U.S. forces, dependents, and other authorized personnel as mutually agreed. U.S. forces authorities may operate and maintain the foregoing military service activities directly or through contract with other organizations. No license, permit, inspection, or other regulatory control shall be required by Slovakia for these military service activities. The Executive Agents shall cooperate regarding any concerns that may arise in connection with these activities.
2. U.S. forces may enter into contracts with financial institutions to operate banking and other financial activities in the territory of Slovakia for the exclusive use of U.S. forces, U.S. contractors, and dependents.
3. The activities and organizations referred to in this Article shall be accorded the same fiscal and customs exemptions granted to U.S. forces. Such activities and organizations shall be maintained and operated in accordance with applicable U.S. regulations. Such activities and organizations shall not be required to collect or pay taxes or other fees for activities related to their operations.
4. U.S. forces shall adopt appropriate measures to prevent the sale of goods and property imported into or acquired in the territory of Slovakia by the activities and organizations referred to in Paragraphs 1 and 2 of this Article to persons who are not authorized to patronize such activities or organizations.

ARTICLE 22
MILITARY POST OFFICES

1. The United States may establish, maintain, and operate military post offices for the purpose of collecting, transporting, and delivering postal items, as well as providing related postal services for use by U.S. forces, dependents, and U.S. contractors.
2. Mail posted at such post offices may bear U.S. stamps.
3. U.S. forces' official mail shall be exempt from inspection, search, or seizure.
4. U.S. forces authorities shall establish appropriate and necessary measures at military post offices to prevent the improper importation of goods into the territory of Slovakia by members of the U.S. forces, dependents, and U.S. contractors.

ARTICLE 23
CURRENCY AND EXCHANGE

1. U.S. forces shall have the right to import, export, and use U.S. currency or financial instruments expressed in the currency of the United States in any amount.
2. U.S. forces authorities may distribute to or exchange for members of the U.S. forces and dependents currency of, and instruments denominated in, the currency valid in:
 - (a) the United States of America;
 - (b) the Slovak Republic; and
 - (c) any other country
3. Members of the U.S. forces and dependents may:
 - (a) Import and export U.S. currency and instruments denominated in currency of the United States; and
 - (b) Export from the territory of Slovakia any currency, and instruments denominated in any such currency, provided that such U.S. forces or dependents have either imported such currency or instruments into the territory of Slovakia, or received such currency or instruments from U.S. forces.

ARTICLE 24

LABOR

1. U.S. forces and organizations conducting those military service activities described in Articles 21 and 22 of this Agreement may recruit and employ dependents, as well as persons authorized to be employed in the territory of Slovakia, and may administer those employees in accordance with this Article. Such dependents shall not be required to possess a work permit for the employment referenced in this Article.

2. Terms and conditions of employment shall be set by U.S. forces and such organizations in accordance with applicable U.S. laws and regulations, taking into consideration prevailing wages and the provisions of labor legislation of Slovakia to the degree not inconsistent with this Agreement or the military requirements of U.S. forces. Wages and salaries, benefits, supplementary payments, and increases in such payments shall be in accordance with U.S. laws and regulations. Wages for local civilian employees shall be set after additionally taking into consideration any tax obligations of the employee, as well as other employee contributions and payments, including to social security, health security, and accident insurance. Employment of local civilian employees by U.S. forces shall not impose any obligations on U.S. forces with respect to Slovak social security laws.

ARTICLE 25
CONTRACTING PROCEDURES

1. U.S. forces may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the territory of Slovakia 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 U.S. laws and regulations.
2. Slovakia shall accord to U.S. forces treatment in the matter of procurement of goods, services, and utilities no less favorable than is accorded to the Slovak Armed Forces.

ARTICLE 26

STATUS OF CONTRACTORS

U.S. contractors shall be exempt from Slovak laws and regulations with respect to the terms and conditions of their employment to perform work under contracts with U.S. forces, and with respect to the licensing and registration of businesses and corporations solely with regard to the provision of goods and services to U.S. forces in the territory of Slovakia. Such contractors also shall be exempt from all taxes, including corporate, excise, and VAT, arising solely from the delivery to U.S. forces of goods or services, or from construction of facilities for U.S. forces. Such contractors also shall not be subject to any form of income or profits tax by Slovakia or its political subdivisions on that portion of its income or profits derived from a contract or subcontract with U.S. forces.

ARTICLE 27
ENVIRONMENT, PUBLIC HEALTH, AND SAFETY

1. The Parties agree to implement this Agreement in a manner consistent with the protection of the natural environment of Slovakia and public health and safety, and to pursue a preventative rather than reactive approach to environmental protection, public health, including with regard to animal and plant disease, and safety. To this end, the competent authorities of the Parties shall consult and cooperate to ensure problems that may arise are dealt with immediately in order to prevent any lasting damage to the environment or endangerment of public health and safety. The United States shall respect relevant Slovak environmental, health, and safety laws in the execution of U.S. policies. Slovakia shall implement environmental, health, and safety laws, regulations, and standards with due regard for the health and safety of U.S. forces, dependents, and U.S. contractors.

2. To assist in the environmentally sound management of hazardous wastes, Slovakia shall designate an entity as the competent authority for the purpose of its required notifications under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, adopted at Basel on March 22, 1989, and any implementing legislation. U.S. forces shall provide the information required for Slovakia to comply with such obligations.

ARTICLE 28

UTILITIES AND COMMUNICATIONS

1. U.S. forces and U.S. contractors shall be allowed to use water, electricity, and other public utilities on terms and conditions, including rates or charges, no less favorable than those available to the Slovak Armed Forces or Slovakia in like circumstances, less taxes or other government fees or charges. U.S. forces' costs shall be equal to their pro rata share of the use of such utilities.
2. Personal use of communal waste management services by members of the U.S. forces, dependents, and U.S. contractors remains subject to the prevailing fee for such services, as established by the relevant Slovak authorities.
3. The Parties recognize that it may be necessary for U.S. forces to use the radio spectrum. The United States 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, the necessary radio spectrum for this purpose consistent with the coordination requirements in Paragraph 4 of this Article. Use of the radio spectrum shall be free of cost to the United States.
4. U.S. forces, in the interest of avoiding mutually disruptive interference, shall make every reasonable effort to coordinate the use of the radio spectrum with the appropriate Slovak authorities, taking into account the National Table of Frequency Allocations.
5. In the event that equipment of U.S. forces or U.S. contractors causes harmful interference with the operation of equipment in the territory of Slovakia, U.S. forces and Slovak authorities shall urgently consult in order to mitigate such interference, taking into account operational considerations.

ARTICLE 29
RESOURCING AND DISPUTES

1. All activities under this Agreement are subject to the availability of resources and funds appropriated for these purposes.
2. Disputes shall be resolved at the lowest level possible and, as necessary, elevated to the Executive Agents for consideration and resolution. Those disputes that cannot be resolved by the Executive Agents shall be referred to the Parties for consultation and resolution, as appropriate.
3. Disputes and other matters subject to consultation under this Agreement shall not be referred to any national court, or to any international court, tribunal, or similar body or to any other third party for settlement.

ARTICLE 30
ENTRY INTO FORCE, AMENDMENT, AND DURATION

1. This Agreement shall enter into force on the first (1st) day of the second (2nd) month following the date of the later note by which the Parties notify each other through diplomatic channels of the fulfilment of their respective internal legal procedures necessary for the entry into force of this Agreement.
2. This Agreement may be amended by written agreement of the Parties.
3. This Agreement shall have an initial term of ten (10) years. After the initial term, it shall continue in force, but may be terminated by either Party upon one (1) year's written notice to the other Party through diplomatic channels.
4. Annex A to this Agreement shall form an integral part of this Agreement and may be amended by written agreement of the Parties or their Executive Agents.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at _____, this _____ day of _____, 2022, in duplicate, in the English and Slovak languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**

**FOR THE GOVERNMENT OF THE
SLOVAK REPUBLIC:**

ANNEX A

Agreed Facilities and Areas

- Malacky-Kuchyňa Military Airport
- Sliač Military Airport