

No. 2776

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**UNITED STATES OF AMERICA  
and  
ICELAND**

**Defense Agreement pursuant to the North Atlantic Treaty.  
Signed at Reykjavik, on 5 May 1951**

**Annex on the status of United States personnel and property.  
Signed at Reykjavik, on 8 May 1951**

*Official texts: English and Icelandic.*

*Registered by the United States of America on 3 March 1955.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
ISLANDE**

**Accord relatif à la défense de l'Islande en vertu du Traité  
de l'Atlantique Nord. Signé à Reykjavik, le 5 mai 1951**

**Annexe relative au statut du personnel et des biens améri-  
cains. Signée à Reykjavik, le 8 mai 1951**

*Textes officiels anglais et islandais.*

*Enregistrés par les États-Unis d'Amérique le 3 mars 1955.*

No. 2776. DEFENSE AGREEMENT<sup>1</sup> PURSUANT TO THE NORTH ATLANTIC TREATY<sup>2</sup> BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF ICELAND. SIGNED AT REYKJAVIK, ON 5 MAY 1951

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PREAMBLE

Having regard to the fact that the people of Iceland cannot themselves adequately secure their own defenses, and whereas experience has shown that a country's lack of defenses greatly endangers its security and that of its peaceful neighbors, the North Atlantic Treaty Organization has requested, because of the unsettled state of world affairs, that the United States and Iceland in view of the collective efforts of the parties to the North Atlantic Treaty<sup>2</sup> to preserve peace and security in the North Atlantic Treaty area, make arrangements for the use of facilities in Iceland in defense of Iceland and thus also the North Atlantic Treaty area. In conformity with this proposal the following Agreement has been entered into.

*Article I*

The United States on behalf of the North Atlantic Treaty Organization and in accordance with its responsibilities under the North Atlantic Treaty will make arrangements regarding the defense of Iceland subject to the conditions set forth in this Agreement. For this purpose and in view of the defense of the North Atlantic Treaty area, Iceland will provide such facilities in Iceland as are mutually agreed to be necessary.

*Article II*

Iceland will make all acquisitions of land and other arrangements required to permit entry upon and use of facilities in accordance with this Agreement, and the United States shall not be obliged to compensate Iceland or any national of Iceland or other person for such entry or use.

*Article III*

The national composition of forces, and the conditions under which they may enter upon and make use of facilities in Iceland pursuant to this Agreement, shall be determined in agreement with Iceland.

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<sup>1</sup> Came into force on 5 May 1951, by notice given to the Government of the United States of America of the ratification thereof by the Government of Iceland, in accordance with article VIII.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 34, p. 243, and Vol. 126, p. 350.

*Article IV*

The number of personnel to be stationed in Iceland pursuant to this Agreement shall be subject to the approval of the Icelandic Government.

*Article V*

The United States in carrying out its responsibilities under this Agreement shall do so in a manner that contributes to the maximum safety of the Icelandic people, keeping always in mind that Iceland has a sparse population and has been unarmed for centuries. Nothing in this Agreement shall be so construed as to impair the ultimate authority of Iceland with regard to Icelandic affairs.

*Article VI*

The Agreement of October 7, 1946, between the United States and Iceland for interim use of Keflavik Airport<sup>1</sup> shall terminate upon the coming into force of this Agreement whereupon Iceland will assume direction of and responsibility for civil aviation operations at Keflavik Airport. The United States and Iceland will negotiate appropriate arrangements concerning the organization of the Airport to coordinate the operation thereof with the defense of Iceland.

*Article VII*

Either Government may at any time, on notification to the other Government, request the Council of the North Atlantic Treaty Organization to review the continued necessity for the facilities and their utilization, and to make recommendations to the two Governments concerning the continuation of this Agreement. If no understanding between the two Governments is reached as a result of such request for review within a period of six months from the date of the original request, either Government may at any time thereafter give notice of its intention to terminate the Agreement, and the Agreement shall then cease to be in force twelve months from the date of such notice. Whenever the contingency provided for in articles 5 and 6 of the North Atlantic Treaty shall occur, the facilities, which will be afforded in accordance with this Agreement, shall be available for the same use. While such facilities are not being used for military purposes, necessary maintenance work will be performed by Iceland or Iceland will authorize its performance by the United States.

*Article VIII*

After signature by the appropriate authorities of the United States and Iceland, this Agreement, of which the English and Icelandic texts are equally

<sup>1</sup> United Nations, *Treaty Series*, Vol. 12, p. 163.

authentic, shall come into force on the date of receipt by the Government of the United States of America of a notification from the Government of Iceland of its ratification of the Agreement.

DONE at Reykjavik, this fifth day of May, 1951.

For the Government of the United States of America :

Edward B. LAWSON

Envoy Extraordinary and Minister Plenipotentiary of the  
United States of America to Iceland

For the Government of Iceland :

Bjarni BENEDIKTSSON

Minister for Foreign Affairs of Iceland

[SEAL]

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ANNEX<sup>1</sup> ON THE STATUS OF UNITED STATES PERSONNEL  
AND PROPERTY. SIGNED AT REYKJAVIK, ON 8 MAY  
1951

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*Article 1*

In this annex, the expression "United States Forces" includes personnel belonging to the armed services of the United States and accompanying civilian personnel who are in the employ of such services and are not nationals of nor ordinarily resident in Iceland, all such personnel being in the territory of Iceland in connection with operations under this Agreement.<sup>2</sup>

*Article 2*

1. (a) The United States military courts will on no occasion have jurisdiction in Iceland over nationals of Iceland or other persons who are not subject to the military laws of the United States.

(b) It is the duty of members of the United States forces and their dependents in Iceland to respect the laws of Iceland and to abstain from any activity inconsistent with the spirit of this Agreement, and, in particular, from any political activity in Iceland. The United States will take appropriate measures to that end.

2. Subject to the provisions of this Article,

(a) the military authorities of the United States shall have the right to exercise within Iceland all jurisdiction and control conferred on them by the laws of the United States over all persons subject to the military law of the United States.

(b) the authorities of Iceland shall have jurisdiction over the members of the United States forces with respect to offenses committed within Iceland and punishable by the law of Iceland.

3. (a) The military authorities of the United States shall have the right to exercise exclusive jurisdiction over persons subject to the military law of the United States with respect to offenses relating to its security, but not to that of Iceland, and to all acts punishable by the law of the United States, but not by the law of Iceland.

(b) The authorities of Iceland shall have the right to exercise exclusive jurisdiction over members of the United States forces with respect to offenses relating to the security of Iceland, but not to the security of the United States, and to all acts punishable by the law of Iceland, but not by the law of the United States.

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<sup>1</sup> Came into force on 8 May 1951, by signature.

<sup>2</sup> See p. 173 of this volume.

(c) A security offense against Iceland or the United States shall include

1. Treason
2. Sabotage, espionage or violation of any law relating to official secrets of Iceland or the United States, or secrets relating to the national defense of Iceland or the United States.

4. In cases where the right to exercise jurisdiction is concurrent the following rules shall apply :

(a) The military authorities of the United States shall have the primary right to exercise jurisdiction over a member of the United States forces in relation to

1. Offenses solely against the property of the United States or offenses solely against the person or property of another member of the United States forces or of a dependent of a member of such force.
2. Offenses arising out of any act done in the performance of official duty.

(b) In the case of any other offense the authorities of Iceland shall have the primary right to exercise jurisdiction.

(c) If the United States or Iceland, whichever has the primary right, decides not to exercise jurisdiction, it shall notify the authorities of the United States or Iceland, as the case may be, as soon as practicable. The authorities of the United States or of Iceland, whichever has the primary right, shall give sympathetic consideration to a request from the authorities of the United States or Iceland, as the case may be, for a waiver of its rights in cases where the authorities of the other country considers such waiver to be of particular importance.

5. A death sentence shall not be carried out in Iceland by the authorities of the United States.

6. (a) The authorities of the United States and Iceland shall assist each other in the arrest of members of the United States forces and their dependents who commit offenses in Iceland and in handing them over to the authorities which are to exercise jurisdiction in accordance with the above provisions.

(b) The authorities of Iceland shall notify promptly the military authorities of the United States of the arrest in Iceland of any members of the United States forces or of their dependents.

(c) The custody of an accused over whom Iceland is to exercise jurisdiction shall, if he is in the hands of the authorities of the United States, remain in the hands of such authorities until he is charged by Iceland.

7. (a) If a member of the United States forces is accused of an offense the appropriate authorities of the United States and Iceland will render mutual assistance in the necessary investigation into the offense and trial of the offender.

(b) If the case is one within the jurisdiction of the United States, the authorities of Iceland will themselves carry out the necessary arrangements to secure

the presence of and obtain evidence from Icelandic nationals and other persons in Iceland, except from members of the United States forces and their dependents, outside the agreed areas. In cases where it is necessary under the laws of the United States for the authorities of the United States to obtain themselves information from Icelandic nationals, the Icelandic authorities will make all possible arrangements to secure the attendance of such nationals for interrogation in the presence of Icelandic authorities at places designated by them.

The military authorities will, in a similar manner, carry out the collection of evidence from members of the United States forces and their dependents in the case of an offense within the jurisdiction of the Icelandic authorities.

(c) The authorities of the United States and of Iceland shall notify one another of the results of all investigations and trials in cases where there are concurrent rights to exercise jurisdiction.

8. Where a member of the United States forces or dependent of a member thereof has been tried by the authorities of the United States and has been acquitted, or has been convicted and is serving or has served his sentence, he may not be tried again for the same offense by the authorities of Iceland.

9. Whenever a member of the United States forces or a dependent of a member thereof is prosecuted under the jurisdiction of Iceland, he shall be entitled :

- (a) To a prompt and speedy trial;
- (b) To be informed in advance of trial of the specific charge or charges made against him;
- (c) To be confronted with the witnesses against him;
- (d) To have compulsory process for obtaining witnesses in his favor, if within the jurisdiction of Iceland;
- (e) To defense by a qualified advocate or counsel of his own choice, or, failing such choice, appointed to conduct his defense;
- (f) If he considers it necessary, to have the services of a competent interpreter; and
- (g) To communicate with a representative of his government and, when the rules of the court permit, to have such a representative present at his trial.

10. The United States forces shall have the right to police the agreed areas and to take all appropriate measures to insure the maintenance of discipline, order and security in such areas. Outside the agreed areas, military members of the United States forces shall be employed in police duties subject to arrangements with the authorities of Iceland and jointly with those authorities, and insofar as such employment is necessary to maintain discipline and order among the members of the United States forces and the dependents of members thereof.

The Icelandic authorities with whom members of the United States forces may be so employed shall have paramount authority with respect to the person

or property of Icelandic nationals and other persons of non-Icelandic nationality, except members of the United States forces and their dependents and non-Icelandic employees of contractors of the United States, involved in any matter concerning the maintenance of order and discipline referred to above outside the agreed areas.

### *Article 3*

1. Iceland shall either :

(a) Accept as valid, without driving test or fee, the driving permit or license or military driving permit issued by the United States or a sub-division thereof to a member of the United States forces or his dependents, or

(b) Issue its own driving permit or license without test or fee to a member of the United States forces or his dependents who holds a driving permit or license issued by the United States or a sub-division thereof.

2. The United States authorities, in cooperation with Icelandic authorities, will issue appropriate instructions to members of the United States forces and their dependents fully informing them of the Icelandic traffic laws and regulations and requiring strict compliance therewith.

### *Article 4*

1. Military members of the United States forces shall normally wear a uniform.

2. Service vehicles of the United States forces shall carry in addition to the registration number, a distinctive nationality mark.

3. The United States authorities will deliver to the appropriate Icelandic authorities a list of all vehicles, the registration numbers and the names of the owners thereof.

### *Article 5*

United States forces in Iceland may carry arms as required in the performance of official duties within the agreed areas. United States forces may carry arms outside the agreed areas in Iceland only in the performance of official duties or in case of military necessity, unless otherwise agreed by the appropriate authorities of Iceland.

### *Article 6*

1. Members of the United States forces and their dependents may purchase locally goods necessary for their own consumption and such services as they need under the same conditions as nationals of Iceland.



2. Goods purchased locally which are required for the subsistence of the United States forces will normally be purchased through such agency of the Government of Iceland as may be designated by Iceland in order to avoid such purchase having an adverse effect on the economy of Iceland.

3. In regard to paragraphs 1 and 2 above, the competent authorities of Iceland will indicate when necessary any articles the purchase of which should be restricted or forbidden, and the United States authorities will give due consideration to such request.

4. The United States desires to employ qualified Icelandic civilians to the maximum extent practicable in connection with activities under this Agreement. To the extent that Iceland shall consent to the employment of Icelandic civilians by the United States such employment shall be effected with the assistance of and through a representative or representatives designated by Iceland. The conditions of employment and work, in particular wages, supplementary payments and conditions for the protection of workers shall be those laid down by Icelandic law and practices.

5. The United States and Iceland will cooperate in suppressing and preventing any illegal activities and in preventing any undue interference with the Icelandic economy.

#### *Article 7*

1. The temporary presence in Iceland of a member of the United States forces or of any dependent of such member, or of any non-Icelandic national employed in Iceland in connection with the operations under this Agreement and present in Iceland only by reason of such employment shall constitute neither residence nor domicile therein and shall not of itself subject him to taxation in Iceland, either on his income or on his property the presence of which in Iceland is due to his temporary presence there, nor, in the event of his death, shall it subject his estate to a levy of death duties.

2. No national of the United States or corporation organized under the laws of the United States, resident in the United States, shall be liable to pay Icelandic income tax in respect of any income derived under a contract with the United States in connection with operations under this Agreement.

3. No tax or other charge of any nature shall be levied or assessed on material, equipment, supplies, or goods, including personal effects, household goods, privately owned automobiles and clothing which has been brought into Iceland in connection with operations under this Agreement. No such tax or charge shall be levied or assessed on property procured in Iceland by United States authorities for the use of the United States or its agents or for the use of personnel present in Iceland only in connection with operations under this Agreement.

*Article 8*

1. Save as provided expressly to the contrary in this Agreement, members of the United States forces as well as their dependents shall be subject to the laws and regulations administered by the customs authorities of Iceland. In particular the customs authorities of Iceland shall have the right, under the general conditions laid down by the laws and regulations of Iceland, to search members of the United States forces and their dependents and non-Icelandic nationals who are contractors or employees of a contractor of the United States and to examine their luggage and vehicles and to seize articles pursuant to such laws and regulations.

2. Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order. This movement order shall show the number of dispatches carried and certify that they contain only official documents.

3. The authorities of the United States forces may import free of duty the equipment for their forces and reasonable quantities of provisions, supplies and other goods for the exclusive use of the forces and their dependents and for non-Icelandic nationals who are contractors or employees of a contractor of the United States. This duty-free importation shall be subject to the deposit, at the customs office for the place of entry, together with the customs documents, of a certificate signed by an official of the United States forces authorized for that purpose. The list of the officials authorized to sign the certificates as well as specimens of their signatures and the stamps used, shall be sent to the customs administration of Iceland.

4. Members of the United States forces and their dependents may at the time of first arrival to take up service in Iceland import free of duty for the term of such service their personal effects and furniture.

5. Members of the United States forces and their dependents may import temporarily free of duty their private motor vehicles for their personal use.

6. Imports, other than those dealt with in paragraphs 4 and 5 of this article, effected by members of the United States forces and their dependents, including shipments through United States Post Offices, are not, by reason of this article, entitled to any exemption from duty or other conditions.

7. Goods which have been imported duty-free under paragraphs 3, 4 or 5 above :

(a) May be re-exported freely, provided that, in the case of goods imported under paragraph 3, a certificate, issued in accordance with that paragraph, is presented to the customs office. The customs authorities, however, may verify that goods re-exported are as described in the certificate, if any, and have in

fact been imported under the conditions of paragraphs 3, 4 or 5 as the case may be.

(b) Shall not be disposed of in Iceland by way of sale, gift or barter. However, in particular cases such disposal may be authorized on conditions imposed by the customs authorities (for instance on payment of duty and tax and compliance with the requirements of the controls of trade and exchange). The United States authorities will prescribe and enforce to the extent possible regulations designed to prevent the sale or supply to individual members of the United States forces and their dependents and non-Icelandic nationals who are employees of a contractor of the United States of quantities of goods imported into Iceland by the United States authorities by any means free of charge which would be in excess of the personal requirements of such personnel and which, in consultation with Icelandic authorities, are determined to be most likely to become items of gift, barter or sale in Iceland.

8. Goods purchased in Iceland shall be exported therefrom only in accordance with the regulations in force in Iceland.

9. Special arrangements shall be made by Iceland so that fuel, oil and lubricants for use in service vehicles, aircraft and vessels of the United States forces and non-Icelandic contractors of the United States, may be delivered free of all duties and taxes.

10. In paragraphs 1—8 of this article “duty” means customs duties and all other duties and taxes payable on importation or exportation, as the case may be.

11. The customs or fiscal authorities of Iceland may, as a condition of the grant of any customs or fiscal exemption or concession provided for in this Agreement, require such conditions to be observed as they may deem necessary to prevent abuse.

#### *Article 9*

1. In order to prevent offenses against customs and fiscal laws and regulations, the customs and fiscal authorities of the United States and Iceland shall assist each other in the conduct of inquiries and the collection of evidence.

2. The authorities of the United States forces shall render all assistance within their power to insure that articles liable to seizure by, or on behalf of, the customs or fiscal authorities of Iceland are handed to those authorities.

3. The authorities of the United States forces shall render all assistance within their power to insure the payment of duties, taxes and penalties payable by members of the United States forces or their dependents.

4. Service vehicles and articles belonging to the United States forces seized by the authorities of Iceland in connection with an offense against its customs or fiscal laws or regulations shall be handed over to the appropriate authorities of the United States forces.

*Article 10*

The United States forces and their members and dependents shall comply with the foreign exchange regulations of Iceland. Special arrangements shall be entered into between the appropriate authorities of Iceland and the United States to obviate the use of United States currency in paying personnel and to permit United States forces to acquire Icelandic currency at official rates of exchange and to convert such currency in reasonable amounts on leaving Iceland.

*Article 11*

The Government of Iceland will extend to the forces of any Government signatory to the North Atlantic Treaty, when such forces are stationed in Iceland, the same privileges extended to the United States forces by the preceding articles of this annex upon the request of the Government concerned.

*Article 12*

1. (a) The United States waives all claims against the Government of Iceland for damage to any property owned by it and used by the United States forces and for injury to or death of members of the United States forces caused by an employee of the Government of Iceland.

(b) The Government of Iceland waives all claims against the United States for damage to property owned by it in any of the agreed areas and will make compensation and waive all claims against the United States for injury or death of an employee of the Government of Iceland occurring in such area while such employee is therein by reason of his duties, as determined by representatives of the United States and Iceland to be appointed by each, when such damage, injury or death is caused by a member of the United States forces. The Government of Iceland also waives all claims for damage to any property owned by it and for injury to or death of an employee of the Government of Iceland occurring outside any of the agreed areas caused by a member of the United States forces when it is determined by representatives of the United States and Iceland, to be appointed by each, that such property or employee was, at the time of said damage, injury or death, being utilized or employed in any respect with carrying out the provisions of this Agreement.

(c) The United States and Iceland waive all their claims against each other for damage to a vessel owned by the United States or Iceland while such vessel is being used in connection with the operation of this Agreement, wherever such damage shall occur, and whether it is caused by a member of the United States forces or by an employee of the Government of Iceland. Claims for maritime salvage by the United States or Iceland shall be waived, provided that the vessel or cargo salvaged was owned by the United States or Iceland as the case may be, in connection with the operation of this Agreement.

(d) For the purpose of this paragraph the expressions "owned by the United States," "owned by Iceland" or "owned by the United States or Iceland" include a vessel on bare boat charter to the United States or Iceland, as the case may be or requisitioned by either government on bare boat terms or otherwise in the possession of the United States or Iceland (except to the extent that the risk of loss or liability is borne by some person other than the United States or Iceland or its insurer).

2. Claims (other than contractual claims) arising out of acts done by members of the United States forces and causing damage to, or loss or destruction of, the property of persons or bodies in Iceland or the injury or death of individuals therein except as provided in the preceding paragraph, shall be settled by Iceland in accordance with the following provisions :

(a) Claims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of Iceland with respect to claims arising from acts of its own employees.

(b) Iceland may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by Iceland in its currency.

(c) Such payment, or the final adjudication of the competent tribunals of Iceland denying payment, shall be binding and conclusive upon the United States and Iceland.

(d) Every claim paid by Iceland shall be communicated to the United States military authorities together with full particulars.

(e) The cost incurred in satisfying claims pursuant to the preceding subparagraphs shall be distributed between the United States and Iceland as follows :

(1) Where the United States alone is responsible, the amount awarded or adjudged shall be distributed in the proportion of 15 % chargeable to Iceland and 85 % chargeable to the United States.

(2) Where members of the United States forces and nationals of Iceland contribute to the damage, the amount awarded or adjudged shall be distributed equally between the United States and Iceland.

(3) Every half-year, a statement of the sums paid by Iceland in the course of the half-yearly period in respect of every case shall be sent to the United States together with a request for reimbursement. Such reimbursement shall be made within the shortest possible time, in the currency of Iceland.

(f) A member of the United States forces shall not be subject to any suit with respect to claims arising by reason of an act done which is within the purview of this paragraph.

3. Claims presented by a national of any country at war with the United States or by an ally of such enemy country and claims resulting from action by the enemy or resulting directly or indirectly from any act by the United States forces engaged in combat are not considered to be within the provisions of this article.

4. The military authorities of the United States and the appropriate officials of Iceland shall cooperate in the procurement of evidence for a fair hearing and disposal of claims in regard to which the United States and Iceland are concerned.

5. The United States undertakes to procure the legislation necessary to implement its responsibilities as set forth in this article.

DONE at Reykjavík, May 8, 1951.

Edward B. LAWSON

Bjarni BENEDIKTSSON