

No. 11050

**UNITED STATES OF AMERICA
and
SPAIN**

Agreement in implementation of chapter VIII of the Agreement of friendship and cooperation between the United States of America and Spain signed on 6 August 1970 (with procedural annexes I through XIV and exchanges of notes). Signed at Madrid on 25 September 1970

Authentic texts: English and Spanish.

Registered by the United States of America on 4 May 1971.

**ÉTATS-UNIS D'AMÉRIQUE
et
ESPAGNE**

Accord relatif à la mise en œuvre du chapitre VIII de l'Accord d'amitié et de coopération entre les États-Unis d'Amérique et l'Espagne signé le 6 août 1970 (avec annexes de procédure n^{os} I à XIV et échanges de notes). Signé à Madrid le 25 septembre 1970

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 4 mai 1971.

AGREEMENT¹ IN IMPLEMENTATION OF CHAPTER VIII
OF THE AGREEMENT OF FRIENDSHIP AND COOPERA-
TION BETWEEN THE UNITED STATES OF AMERICA
AND SPAIN SIGNED AUGUST 6, 1970²

PREAMBLE

For the purpose of implementing Chapter VIII of the Agreement of Friendship and Cooperation between the United States of America and Spain dated August 6, 1970,² (hereinafter referred to as "the Agreement"), it has been agreed as follows:

DEFINITIONS

For the purpose of this Agreement, the terms used herein and in the Procedural Annexes hereto shall have the following meaning:

1. *Facilities*. This term means lands and constructions within Spanish military installations.

2. *United States Personnel in Spain*. This term means anyone included in any of the following three categories of personnel:

a. *Members of the United States Forces*. This term means:

- (1) *Military Personnel*. This term means personnel belonging to the land, sea or air armed forces of the United States who are permanently or temporarily assigned to Spain by military orders for the performance of official duties, in accordance with Chapter VIII of the Agreement and within the force levels established by agreement with the Spanish Government.

¹ Came into force on 26 September 1970, the date on which the Agreement of friendship and co-operation of 6 August 1970 entered into force, in accordance with article 38 of that Agreement.

Annexes XI, XII and XIII, which were signed on 18 December 1970, became effective retroactively as of the same date; annex XIV came into force on 28 April 1971, by signature.

² United Nations, *Treaty Series*, vol. 756, No. I-10852.

- (2) *Civilian Employees.* This term means non-military personnel who are nationals of or ordinarily resident in the United States and who are employed in Spain by the United Forces, whether paid from appropriated or non-appropriated funds.
- (3) *Other Civilian Personnel.* This term means employees of a non-Spanish and noncommercial organization hereinafter listed, or hereafter agreed upon by the Joint Committee, who are nationals of or ordinarily resident in the United States and who, solely for the purpose of contributing to the welfare, morale or education of the United States Forces, are accompanying those Forces in Spain. These organizations shall include:
- (a) American Red Cross;
 - (b) University of Maryland;
 - (c) University of Southern California; and
 - (d) United Services Organization.
- (4) *Dependents.* This term means members of the families of personnel included in paragraphs (1), (2) and (3) above, who depend upon such persons for their support and who are in Spain, and, in any case, the spouse and minor children in Spain of such persons.
- b. *Personnel Engaged in Exercises or Maneuvers.* This term means personnel belonging to the land, sea or air armed forces of the United States who are temporarily in Spain for the purpose of engaging in military exercises or maneuvers authorized in advance by the Spanish Government.
- c. *Members of Visiting Units.* This term means the personnel of the land, sea or air armed forces of the United States who temporarily enter Spain aboard vessels or aircraft, belonging to or chartered wholly by such forces, which are in Spanish territory on visits or for the purpose of providing logistic support to or receiving logistic support from the United States Forces.
3. *Military Unit.* This term means an operational, logistic or administrative command or element thereof of the land, sea or air armed forces of the United States which:
- a. In accordance with Chapter VIII of the Agreement, is stationed in Spain

either for the purpose of maintaining a facility used by the United States Forces in a Spanish military installation or for operations, training, or other military activities, including on a rotational basis, within the specific levels agreed upon; or,

b. Although not included in the preceding subparagraph, uses such a facility, in accordance with Chapter VIII of the Agreement, for authorized military purposes.

4. *Joint Committee.* This term means the Joint Committee on defense matters established by Article 36 of the Agreement.

SECTION I

ADMINISTRATIVE AND MILITARY MATTERS

Article I

1. In conformity with the provisions of Article 32 of the Agreement, the Government of Spain has authorized the Government of the United States to use and maintain, for military purposes, certain facilities in Spanish military installations, as agreed between the two Governments.

2. The United States Forces are authorized to lease premises for housing and offices, and to contract the necessary services therefor. Any other lease or service contract with private persons required for the logistic support of the United States Forces in Spain must be authorized by the Joint Committee. The premises or services covered by these leases or contracts shall not be considered as military installations or facilities for the purpose of this Section.

3. It is agreed that the United States Forces will not introduce and store in Spain any toxic chemical munitions, asphyxiant or toxic chemical agents of warfare, biological means of warfare, and toxin weapons or toxin agents of either biological or chemical origin.

Article II

1. Major works and constructions, substantial installations of new equipment, and significant changes in the manner or degree of facilities usage by

the United States Forces will be reviewed and agreed upon pursuant to the provisions of Articles 32 and 33(e) of the Agreement.

2. The costs of the activities referred to in the preceding paragraph will be to the account of the Government of the United States except when the two Governments agree otherwise.

Article III

The costs of training, service, materiel, and supplies required for the exercise of the functions authorized in Spanish military installations by Article 32 of the Agreement shall be shared by the two Governments in proportion to the activities carried on by each party.

Article IV

Pursuant to the provisions of Article 33(a) of the Agreement, the Spanish Government assumes the obligation of adopting security measures to ensure the exercise of the functions referred to in Article 32 of the Agreement and the Government of the United States will be responsible for the necessary supervision and protection of its personnel, equipment, and materiel. The security measures which each Government shall adopt to carry out the provisions of this Article, and of the appropriate Procedural Annexes, will be determined in each case by the appropriate Spanish or United States military authorities, pursuant to procedures established by the Joint Committee.

Article V

At each Spanish military installation in which the United States Forces are granted facilities, the appropriate military authorities of Spain and the United States will establish rules governing maintenance, administration, traffic and similar matters of mutual interest. These rules will conform to general coordinating guidelines and review procedures issued by the Joint Committee.

Article VI

1. When, in accordance with the provisions of Article 33(c) of the Agreement, the Government of the United States plans a substantial removal of its equipment from a Spanish military installation, the Joint Committee, at the proposal of the military authorities of either of the two countries, will consult regarding the removal. Should the Joint Committee determine that such

removal would bring about adverse security consequences and is unable to resolve the matter, the two Governments will consult immediately with respect to appropriate measures.

2. If the military authorities of the United States decide, before or at the expiration of the Agreement, to offer for disposal in Spain any equipment, materiel, or supplies which they have in Spanish territory, the Spanish authorities shall be recognized as having a right of first purchase for such items prior to any other offer for disposal in Spain. Any transfer under this paragraph will be handled in accordance with procedures established by the Joint Committee.

3. The Spanish authorities may propose the purchase of any other equipment, materiel, or supplies excess to the needs of the United States, including equipment affected by the termination of the Agreement. If the United States authorities agree to a proposed transfer, it will be handled in accordance with procedures established by the Joint Committee.

4. Under the terms and conditions provided in Article 33(c) and (d) of the Agreement, the United States Forces may remove all their property, equipment and materiel, including nonpermanent constructions, from any facility used and maintained by them; however, if a removal is in connection with the relinquishment of such a facility, the United States Forces shall leave the lands and permanent constructions thereon in serviceable condition for use by Spanish authorities, provided that the Government of the United States shall incur no additional expense thereby. In the course of such removals, the United States Forces will exercise reasonable diligence in preserving the permanent constructions in serviceable condition.

5. Any equipment, materiel or supplies that have not been purchased by the Spanish authorities or other persons in Spain, pursuant to paragraphs 2. and 3. of this Article, will be removed from Spain by the United States before the end of the withdrawal period provided for in Article 39 of the Agreement.

Article VII

1. For the exercise of the functions authorized in Chapter VIII of the Agreement, all projects, work, or construction shall be carried out by personnel of the United States Forces whose presence in Spain has been authorized,

or by Spanish contractors who meet requirements established by the Spanish Government for the execution of an analogous public work for the Spanish Government, and who are capable of doing the work under the required conditions directly or through a principal contractor of the United States selected by the Government of the United States.

2. When it is not feasible to carry out the work in the manner established in the preceding paragraph the Joint Committee may, as an exception, authorize its performance through competitive bidding outside Spain, in all cases reserving the right to approve the contract award made by the United States authorities if the successful bidder is a national of a third country.

3. In the projects, work, and construction referred to in this Article, Spanish materials, labor, and equipment will be used as widely as possible consistent with the requirements of the United States in each case, as set forth in the specifications for contract performance and according to the conditions for award, which specifications and conditions shall be as contained in the invitations for bids or request for proposals issued by the United States authorities.

Article VIII

1. Ships, aircraft and vehicles of the land, sea or air armed forces of the United States, as well as other United States ships and aircraft chartered wholly by such forces, in performance of the functions authorized in the Agreement, may enter and leave Spain, at the Spanish military installations referred to in the exchange of notes provided for in Article 37 of the Agreement or at other locations as provided in the Procedural Annexes. In the same manner and in accordance with the mentioned conditions, these ships, aircraft and vehicles may carry out necessary movements between Spanish military installations and between these and other locations.

2. Military units stationed in Spain may move about within Spanish territory, jurisdictional waters, and air space, when such movements are carried out for the purpose of Chapter VIII of the Agreement. Such movements shall be carried out in accordance with appropriate Procedural Annexes to this Agreement, and the general regulations on land, sea and air traffic in force in Spain. Any movement not covered by the provisions of the Annexes shall require the authorization of the Joint Committee. Further, the Joint Committee shall be given advance notice of any significant movement,

and may hold consultations to avoid undue interferences with normal Spanish activities.

3. Other ships, aircraft and vehicles may, for the purposes of the Agreement, enter, leave, or stay in the vicinity of Spanish military installations, subject to the provisions and control measures agreed upon for each locality by the Joint Committee, with the Government of Spain reserving for itself the right of veto in connection with third country ships, aircraft or vehicles.

4. The Spanish Government reserves the normal right to establish within its territory, waters, or air space such closed or restricted areas as it deems appropriate. The delimitation of these areas shall be communicated to the United States Forces through the Joint Committee in each case. The Committee shall negotiate the granting of exceptions to this provision when requested by the United States Forces in Spain.

5. Movements of nuclear powered ships in Spanish jurisdictional waters, as well as their entry into and departure from Spanish ports, shall not be considered to be included under the provisions of the preceding paragraphs; these movements will be in accordance with authorization by the Spanish Government, which will be handled through the Joint Committee.

Article IX

For the exercise of the functions authorized in Chapter VIII of the Agreement, the United States Forces within the level of forces set forth in the exchange of notes agreed upon by both Governments and other military units whose presence in Spain has been specially authorized by the Joint Committee may use the public services of Spain on the same terms as the Spanish military forces.

Article X

1. The sanitation services of both countries will cooperate, when necessary, in the study and adoption of measures pertaining to the maintenance of adequate sanitary conditions in the areas neighboring on the Spanish military installations.

2. All military commands in the installations, both Spanish and United States, shall take special care to prevent any kind of contamination of the environment and of nearby waters. When necessary, they shall take appropriate steps, in agreement with their respective sanitation services, for the purification of the environment and waters.

Article XI

The United States may establish, maintain and operate, within the facilities used and maintained by the United States Forces in Spanish military installations, military post offices for the use of the United States personnel in Spain in the sending of mail between such post offices in Spain and between such post offices and other United States post offices.

Article XII

1. In coordination with the appropriate Spanish installation commander, the United States Forces may establish, maintain and operate, within the facilities used and maintained in Spanish military installations by the said Forces, military service exchanges, commissaries, mess halls, social centers and recreational service areas for the use of the United States personnel in Spain.

2. The United States military authorities, in agreement with the Spanish military authorities, shall adopt adequate measures to prevent any improper use of these activities.

Article XIII

1. For the exercise of the functions authorized in Chapter VIII of the Agreement, the authorities of the United States may assign to and maintain in Spanish territory as members of the United States Forces such military and civilian personnel, together with their dependents, as are necessary for the maintenance and support of the agreed facilities, and for the use of the agreed facilities as operational, logistic or training bases for the United States Forces. The United States authorities will submit to the Joint Committee a quarterly statement of the number of the military and civilian personnel of the United States Forces stationed in Spain in accordance with this paragraph.

2. The United States Forces may bring into Spanish territory limited numbers of nationals of third countries with required specialized skills solely for employment by the United States Forces or their contractors. The Spanish authorities will be provided, through the Joint Committee, with a list of the names and nationalities of such civilians, the Spanish authorities reserving the right not to authorize their entry in Spain. Decisions in these cases will be adopted as promptly as possible, in order not to cause unnecessary obstruc-

tions and delays in the movements of personnel decided upon by the military authorities of the United States.

3. The ordinary system of passports in force in Spanish law will not be applicable to the military members of the United States personnel in Spain, who are provided with a military identification card and who may initially enter Spanish territory by showing that card and a copy of their military orders. A sample of this military identification card will be furnished to the Spanish authorities through the Joint Committee.

4. The ordinary system of passports in force in Spanish law will apply to civilian members of the United States personnel in Spain, although such persons are excepted from the provisions of Spanish law with regard to the obtaining of visas and the registration of aliens.

5. Rules governing official identification of United States personnel in Spain subsequent to their initial entry shall be established in the Procedural Annexes.

6. If, once in Spanish territory, any members of the United States personnel in Spain should lose his status, the United States authorities shall notify the Spanish authorities through the Joint Committee, and the individual shall automatically lose all privileges established under this Agreement. The military authorities of the United States shall ensure that any personnel separated from the military service in Spain possess a valid passport with proper validation by the Spanish authorities. In the case of a person who entered Spain with a passport and desires to remain in Spain, the United States authorities, whenever possible, will assist the Spanish authorities to ensure that the individual's change of status is reflected on his passport. If, within sixty days of the notification referred to above, a former member of the United States personnel in Spain be required by the Spanish authorities to leave Spain, the authorities of the United States will assure that transportation out of Spain is provided within a reasonable time without cost to the Spanish Government.

SECTION II

CRIMINAL JURISDICTION AND CLAIMS

Article XIV

United States personnel in Spain are obligated to respect the laws in force in Spain and to abstain from all activity inconsistent with the spirit of the agreements existing between the United States and Spain, in particular, from all political activity in Spain. The United States assumes the obligation of adopting necessary measures to this end.

Article XV

1. Subject to the provisions of this Section

- a. The military authorities of the United States shall have the right to exercise within the territory under Spanish jurisdiction such criminal and disciplinary jurisdiction as is conferred on them by the law of the United States over United States personnel in Spain for offenses punishable under the military law of the United States.
- b. The authorities of Spain shall have the right to exercise jurisdiction over United States personnel in Spain with respect to offenses committed within the territory under Spanish jurisdiction and punishable by the law of Spain.

2. a. The military authorities of the United States shall have the right to exercise exclusive jurisdiction over United States Personnel in Spain with respect to offenses, including offenses relating to its security, punishable by the law of the United States, but not by the law of Spain.

b. The authorities of Spain shall have the right to exercise exclusive jurisdiction over United States personnel in Spain with respect to offenses, including offenses relating to the security of Spain, punishable by its law, but not by the law of the United States.

c. For the purposes of this paragraph and of paragraph 3 of this Article a security offense against a State shall include:

- (1) treason against the State;

- (2) sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defense of that State.

3. For the sole purpose of determining whether an act or omission is a punishable offense under the law of Spain or under the military law of the United States, or both, the interpretation of the law of Spain by the Spanish authorities shall be accepted by the Government of the United States, and the interpretation of the military law of the United States by the authorities of the United States shall be accepted by the Spanish authorities. When, by application of the foregoing provision, it is determined that an act or omission is a punishable offense under both the law of Spain and the military law of the United States, thereby giving rise to concurrent rights to exercise jurisdiction, the following rules shall be applied:

a. The military authorities of the United States shall have the primary right to exercise jurisdiction over United States personnel in Spain subject to the military law of the United States for the following offenses punishable under such law:

- (1) offenses solely against the property or security of the United States, or offenses solely against the person or property of a member of the United States personnel in Spain;
- (2) offenses arising out of any act or omission done in the performance of official duty.

b. The authorities of Spain shall have the primary right to exercise jurisdiction over United States personnel in Spain in relation to:

- (1) offenses, not included within the provisions of subparagraph 3.a.(2) of this Article, solely against the property or security of the Spanish State, or solely against the person or property of Spanish nationals;
- (2) any other offense over which the military authorities of the United States do not possess the primary right to exercise jurisdiction under subparagraph 3.a. of this Article.

Article XVI

1. When a member of the United States personnel in Spain other than a dependent is charged with an offense by the Spanish authorities, the military authorities of the United States, if the circumstances warrant, will issue a certificate verifying the fact that the alleged offense arose out of an act or omission done in the performance of official duty. The certificate will be transmitted to the appropriate Spanish authorities, by whom it will be considered sufficient proof of such fact for the purpose of paragraph 3.a.(2) of Article XV of this Agreement, without prejudice to the provisions of paragraph 2 of this Article.

2. In those cases where the appropriate authorities of Spain consider that discussion of a certificate of official duty, issued in accordance with paragraph 1 of this Article, is required, it shall be made the subject of review in the Joint Committee, provided a request for review is received by the Joint Committee within ten days from receipt of the certificate by the Spanish authorities. However, if within the ten day period, the Spanish authorities notify the Joint Committee that for special reasons they wish to consider the matter further, such authorities shall have an additional period of ten days within which to present a request to the Joint Committee for review. The Joint Committee will complete its review expeditiously and in any event within thirty days from the receipt of the request for review.

Article XVII

1. Recognizing how important it is that the United States military authorities duly fulfill their responsibilities for the maintenance of good order and discipline among the United States personnel in Spain, and considering that the exercising of disciplinary and criminal jurisdiction is an efficient means to this end, the competent Spanish authorities are empowered to waive in favor of the United States military authorities the primary right of Spain to exercise jurisdiction as set forth in paragraph 3.b. of Article XV of this Agreement, subject to the following rules:

a. The United States military authorities may request the competent Spanish authorities for a waiver by Spain of the said right. The request may be presented in writing no later than 15 days after the date of notification

to the United States military authorities of the initiation of proceedings against a member of the United States personnel in Spain.

b. When the competent Spanish authorities determine there is a particular interest that requires Spain to exercise its primary right of jurisdiction, they shall so notify the United States military authorities in writing within a period of 30 days from the date of receipt of the request for waiver, or within such shorter period of time as may be established pursuant to the provisions of paragraph 4 of this Article. If such notification is not given within the indicated period, the request will be considered as accepted and the United States military authorities will be free to exercise their jurisdiction.

2. The following offenses are examples of those cases in which the competent Spanish authorities may determine there is a particular interest that requires Spain to exercise its primary right of jurisdiction:

- a.* offenses against the security of the Spanish State in the cases listed in paragraph 2.c. of Article XV of this Agreement;
- b.* offenses causing the death of a human being, robbery or rape; and,
- c.* attempts to commit or participation in any of the offenses referred to in subparagraphs *a.* and *b.* of this paragraph.

3. In those cases when, in application of the provisions of paragraph 1 of this Article, Spain waives its primary right to exercise jurisdiction in favor of the United States military authorities, the following provisions shall be observed:

a. The Spanish Government may appoint an observer to be present at the sessions of any United States court-martial which hears the case. Whenever possible, such sessions shall take place in Spanish territory.

b. The waiver by Spain of its right to exercise jurisdiction shall in no case imply any loss of the rights recognized for injured parties in Articles XXVII and XXX of this Agreement.

4. In order to implement the foregoing provisions of this Article and

to facilitate prompt decisions with regard to minor offenses committed in Spanish territory by United States personnel in Spain subject to the military law of the United States, appropriate rules may be established through consultations between the appropriate authorities of the two Governments. Such rules may include the simplification of procedures as deemed appropriate by the two Governments.

5. The military authorities of the United States shall give sympathetic consideration to requests submitted in writing by the Spanish authorities for waivers of the primary right of the United States to exercise jurisdiction pursuant to paragraph 3.a. of Article XV of this Agreement, in cases wherein Spain considers such waivers to be of special interest. The United States military authorities shall notify the Spanish authorities in writing of their decision regarding such requests within 30 days of their receipt. If such notification is not given within that time limit, the request will be considered to have been accepted and the Spanish authorities will be free to exercise their jurisdiction.

Article XVIII

1. Within the limits of their respective legal powers, the military authorities of the United States and the authorities of Spain shall mutually assist each other in the arrest of members of the United States personnel in Spain who are in Spanish territory.

2. The authorities of Spain shall immediately notify the military authorities of the United States of the arrest of any member of the United States personnel in Spain.

3. The custody of a member of the United States personnel in Spain, who is legally subject to detention by the military authorities of the United States and over whom Spanish jurisdiction is to be exercised, shall be the responsibility of the United States military authorities, at their request, until the conclusion of all judicial proceedings and, when appropriate, until his surrender is requested by the competent Spanish authorities for execution of the sentence. During such period of custody by the United States military authorities, those authorities, within the legal powers given them by the military law of the United States, shall give full consideration to the decisions of the competent Spanish authorities regarding conditions of custody. The United States military authorities shall guarantee his immediate appearance

before the competent Spanish authorities in any proceedings that may require his presence and, in any case, his appearance at the trial.

Article XIX

Confinement imposed by a Spanish court upon a member of the United States personnel in Spain shall be served in penal institutions agreed upon for that purpose by the Joint Committee. The Spanish authorities fully guarantee to the authorities of the United States the right to visit such persons at any time and to provide them with such material assistance as the authorities of the United States deem appropriate, in accordance with the pertinent Spanish prison regulations.

Article XX

1. The military authorities of the United States and the authorities of Spain shall assist each other in the carrying out of all necessary investigations into offenses, and in the collection and production of evidence, including the seizure and, in proper cases, the delivery of objects connected with an offense. The delivery of such objects may, however, be made subject to their return within the time specified by the authority delivering them.

2. The military authorities of the United States and the authorities of Spain shall assist each other in obtaining the appearance of witnesses necessary for the proceedings conducted by such authorities within Spain.

3. The military authorities of the United States and the authorities of Spain shall notify each other of the disposition, including the sentence if any, of all cases in which there are concurrent rights to exercise jurisdiction.

Article XXI

1. The military authorities of the United States may not carry out a death sentence in Spanish territory.

2. A death sentence imposed upon a member of the United States personnel in Spain by the Spanish authorities in a case over which Spain exercises jurisdiction under the provisions of this Agreement may be carried out only by a method of execution utilized under both Spanish and United States law.

Article XXII

Where an accused has been tried in accordance with the provisions of this Agreement either by the military authorities of the United States or the authorities of Spain and has been acquitted, or has been convicted and is serving, or has served, his sentence, or his sentence has been remitted or suspended, or he has been pardoned, he may not be tried again for the same offense within the territory of Spain by the authorities of the other State. However, nothing in this Article shall prevent the military authorities of the United States from trying a military member of the United States personnel in Spain for any violation of rules of discipline arising from an act or omission which constituted an offense for which he was tried by the authorities of Spain.

Article XXIII

The United States and Spain agree that whenever a member of the United States personnel in Spain is prosecuted under the jurisdiction of Spain he shall be entitled to the most favorable application of the following trial safeguards, which are common to both legal systems:

1. To be tried as promptly as possible;
2. To be informed, in advance of trial, of the specific charge or charges made against him;
3. To be confronted with and to cross-examine the witnesses against him;
4. To have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of Spain;
5. To have legal representation of his own choice for his defense throughout all investigative and judicial phases of the entire proceedings or, at his election, to have legal representation appointed by the court at no cost to him under the same terms and conditions applicable to Spanish citizens;
6. If he considers it necessary, to have the services of a competent interpreter;
7. To communicate with a representative of the Government of the United States and to have such a representative at his trial;
8. Not be held guilty of a criminal offense on account of any act or omission which did not constitute a criminal offense under the law of Spain at the time it was committed;

9. To be present at his trial which shall be public. However, without prejudice to the trial safeguards listed in this Article, persons whose presence is not necessary may be excluded, if the court so decides for reasons of public order or morality;
10. To have the burden of proof placed upon the prosecution;
11. To be protected from the use of a confession or other evidence obtained by illegal or improper means;
12. Not to be compelled to testify against or otherwise incriminate himself;
13. Not to be required to stand trial if he is physically or mentally unfit to stand trial and participate in his defense;
14. Not to be tried or punished more than once for the same offense;
15. To have the right to appeal a conviction or sentence;
16. To have credited to any sentence of confinement his period of pretrial confinement in a confinement facility of the United States or Spain; and
17. In any proceeding before a contraband court, to have the right to counsel and other trial safeguards guaranteed by this Article.

Article XXIV

For the purpose of Articles XXVI and XXVII of this Agreement, the term "civilian employees of the United States Forces" also includes "local labor personnel", within the meaning of Article XXXIV of this Agreement, when such personnel are acting in the performance of official duty assigned to them by the United States Forces. This term does not include contractors of the United States and the employees of such contractors, nor does it include other civilian personnel of the United States Forces.

Article XXV

1. Each Government waives all its claims against the other for damages, in Spanish territory, to the properties owned or used by said Government of the damage:
 - a. Was caused by military personnel or civilian employees of the armed forces of the other Government in the performance of official duties; or

- b. Was caused by use of any vehicles, ship or aircraft owned or utilized by the other Government and used by its armed forces, provided that the vehicle, ship or aircraft causing the damage was being used for official purposes.

Each of the two Governments waives all its claims against the other for rescue or salvage, either maritime or aerial, provided that the rescued or salvaged ship, aircraft or cargo was owned by the other Government and used by its armed forces at the time of the incident.

2. Each Government waives all its claims against the other for injury or death suffered by military personnel or civilian employees of its armed forces while the said military personnel or civilian employees were engaged in the performance of official duties.

3. For the purpose of this Article, it is understood that "local labor personnel" within the meaning of Article XXXIV of this Agreement shall be considered as civilian employees of the armed forces of the United States.

Article XXVI

1. Military members of the United States personnel in Spain and civilian employees of the United States Forces shall not be subject to suit before Spanish courts or authorities for claims 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 Spanish Military Administration and processed according to the provisions contained in Article XXVII of this Agreement.

2. If it should be necessary to determine the applicability of paragraph 1 of this Article, the military authorities of the United States may issue an official certificate stating that a certain act or omission of a military member of the United States personnel in Spain or civilian employee of the United States Forces was done in the performance of his official duties. The Spanish authorities will accept such certificate as sufficient proof of the performance of official duty. when in a particular case the Spanish authorities consider that a certificate of official duty requires clarification, it shall be the subject of expeditious review by the Joint Committee.

Article XXVII

Claims, other than contractual claims, for damages arising out of acts or omissions done in the performance of official duties by military members of the United States personnel in Spain or civilian employees of the United States Forces, or out of any other act, omission or occurrence for which the United States armed forces are legally responsible, and causing injury or damage in Spain to persons or property shall be dealt with by the Spanish authorities in accordance with the following provisions:

1. Claims for damages shall be presented, processed and decided according to the rules of Spanish law applicable to claims arising from the activities of the armed forces of Spain.

2. The appropriate Spanish authorities shall decide on the admissibility of the claim and, when the case warrants, the amount of damages to be awarded, and shall pay the amount to the claimant or claimants.

3. Payments made by the appropriate Spanish authorities under the provisions of paragraph 2 of this Article, whether decided administratively or determined by court decision, shall be binding and conclusive upon the Governments of Spain and the United States. The military authorities of the United States shall be informed through the Joint Committee of the payment in a detailed report giving background data, legal grounds for the decision, procedures followed, and the decision taken, accompanied by a proposal for the sharing of the sum involved in conformity with the terms of paragraph 4 of this Article.

4. Payments made by the appropriate Spanish authorities under the provisions of paragraph 2 of this Article shall be shared between the parties as follows:

a. Where the United States alone is responsible the amount awarded or adjudged shall be shared in the proportion of 25 percent chargeable to the Government of Spain and 75 percent chargeable to the Government of the United States.

b. Where the United States and Spain are jointly responsible for the damage, the amount awarded or adjudged shall be apportioned between them according to their comparative responsibility, but, in any case, no more than 75 percent of the amount shall be chargeable to the United States. Where the

damage was caused by the armed forces of the United States or Spain, or jointly, and, because of insufficient evidence, it is not possible to attribute the damage specifically to one of the forces or to apportion the damage between the forces according to their comparative responsibility, the amount awarded or adjudged shall be shared equally between Spain and the United States.

c. The proposed distribution referred to in paragraph 2 of this Article shall be regarded as having been accepted by the military authorities of the United States, unless those authorities, within 60 days after receipt of the proposal, request consultations in the Joint Committee, which consultations shall be undertaken expeditiously. If, within 60 days after the request by the military authorities of the United States, such consultations do not result in agreement regarding an appropriate distribution, the matter shall be referred to an arbitrator selected by agreement between the two Governments from among the nationals of Spain who hold or have held high judicial office. The arbitrator shall decide a formula of distribution in accord with the principles of subparagraphs *a.* and *b.* above, and his decision shall be binding and conclusive on the two Governments. The compensation of the arbitrator shall be fixed by agreement between the two Governments and shall, together with the necessary expenses incidental to the performance of his duties, be shared equally by them.

5. Every three months a statement of the sums paid by the Spanish authorities in the course of the three-month period in respect of every case regarding which the proposed distribution has been accepted by the military authorities of the United States shall be sent to the appropriate United States authorities together with a request for reimbursement. Such reimbursement shall be made in Spanish currency within the shortest possible time, but not more than 60 days from the receipt of such request for reimbursement.

Article XXVIII

Claims for injury or damage to persons or property in Spain caused by reason of exercises or maneuvers carried out by the United States Forces with the express authorization of the Spanish Government shall be governed by the agreement reached in each case by the authorities of the two Governments.

Article XXIX

The Government of the United States shall require that insurance contracts be effected to cover civil liabilities that may be incurred in Spanish territory as a result of acts or omissions done in the performance of duty by employees of contractors and subcontractors of the United States Forces, or by those members of the United States personnel in Spain, other than dependents, to whom the provisions of Articles XXVI and XXVII of this Agreement are not applicable. The terms and conditions of such insurance contracts shall be determined in an appropriate procedural annex.

Article XXX

1. Damage or injury caused in Spanish territory to persons or property by acts or omissions of military members of the United States personnel in Spain or civilian employees of the United States Forces not done in the performance of official duties may, at the election of the claimant, be dealt with by:

- a.* The prosecution of a suit before a Spanish civil court; or
- b.* A claim against the Government of the United States, processed through the following procedures:
 - (1) The claim, addressed to the United States Foreign Claims Commission, will be submitted to the Secretariat of the Joint Committee;
 - (2) After having obtained precise information, the Secretariat will issue a detailed report on the claim submitted and the damages sought;
 - (3) Within 60 days of receipt by the Secretariat, the claim, with the report of the Secretariat, will be transmitted to the Foreign Claims Commission for decision;
 - (4) The decision of the Foreign Claims Commission will be final.

2. The filing of a suit before a Spanish civil court against a military member of the United States personnel in Spain or civilian employee of the United States Forces will be considered to be the renunciation of any right

of the Spanish Government or of the person filing the suit to compensation by the Government of the United States in accordance with this Article. However, when such a suit is terminated because of the issuance by the military authorities of the United States of the certificate of official duty referred to in paragraph 2 of Article XXVI of this Agreement, a claim may be processed according to the provisions of Article XXVII of this Agreement.

Article XXXI

The compulsory insurance of official motor vehicles of the United States Government and of privately owned vehicles belonging to United States personnel in Spain shall continue to be regulated by the Agreement of November 30, 1965, as supplemented by the rules agreed on for its implementation dated March 25, 1966, or by any other agreement that may replace it. The aforesaid Agreement and rules, or those that may replace them, shall have prior application with respect to the filing and settlement of claims arising from the operation of the said vehicles in accordance with the provisions of Articles XXVII and XXX of this Agreement.

Article XXXII

The military authorities of the United States shall render all assistance permitted by United States law to secure compliance with judgments, decisions, orders and settlements in connection with civil liabilities established by Spanish courts and authorities.

Article XXXIII

The provisions of this Section shall not apply to any offenses committed, any acts or omissions occurring, or any claims arising before the entry into force of this Agreement. Such offenses, acts, omissions, or claims shall be governed by the appropriate provisions of the Technical Agreement Annex to the Defense Agreement of September 26, 1953,¹ and its implementing agreements and regulations.

¹ United Nations, *Treaty Series*, vol. 207, p. 83.

SECTION III

LABOR MATTERS

Article XXXIV

The term "local labor personnel" used in this Section means persons, other than United States personnel in Spain, engaged in labor activity to meet the needs of the United States Forces in Spanish military installations, including the activities referred to in Article XII of this Agreement.

Article XXXV

1. The employment relationship to which this Section refers shall be between the local labor personnel and the Spanish Military Administration who hire them, although the assignment of such personnel to their jobs and their direction shall be the responsibility of the United States Forces.

2. On the date of contract replacement provided for in paragraph 2 of Article XLII of this Agreement, the employment relationship of local labor personnel shall be adapted to the terms of this Section.

3. The labor regulations applicable to non-Civil Service civilian personnel of the Spanish Military Administration, hereinafter referred to as "the Spanish Regulations," will govern the terms and conditions of employment of local labor personnel, except with reference to the modifications or alterations established in specific provisions of this Section.

4. Each military installation utilizing local labor personnel will have a Personnel List reflecting the needs and data referred to in paragraph 1 of Article XXXVII of this Agreement. The List will include administrative personnel whose services are used by the United States Forces to carry out the responsibilities of the said Forces under this Section. To facilitate the preparation of the said Lists, the United States Forces will, no later than 60 days after the entry into force of this Agreement, provide to the Spanish Military Administration a listing by categories of the number of positions utilized at each installation on the said date of entry into force.

Article XXXVI

The Spanish Military Administration will be responsible for the employment of local labor personnel, as provided in this Section, and as the employer will exercise the following rights and responsibilities:

1. Develop jointly with the United States Forces, through the Joint Committee, the terms, conditions, and rules relating to the utilization of local labor personnel by the United States Forces.

2. Issue calls for and refer to the United States Forces persons considered qualified for appointment, as requested by the United States Forces. To assist the United States Forces in selection of personnel, a sufficient number of qualified applicants to meet the needs of the United States Forces will be referred for each vacant position.

3. Effect appointments for utilization by the United States Forces, termination of such utilization, and other appropriate personnel actions as requested by the United States Forces, in accordance with the Spanish Regulations.

4. Effect disciplinary actions as initiated by the United States Forces, in accordance with the Spanish Regulations.

5. Pay local labor personnel, in accordance with payrolls prepared by the United States Forces in advance of the regulation paydays, their salaries, wages, and any other emoluments to which they may be entitled. The Spanish Military Administration will inform the United States Forces of all deductions required by Spanish law which will be reflected in the said payrolls.

Article XXXVII

In order to guarantee greater efficiency in the labor relationship, and as the user of the services of local labor personnel, the United States Forces will exercise the following rights and responsibilities:

1. Determine, in accordance with their needs, the number, types, levels of compensation including bonuses and fringe benefits, and qualification requirements of positions to be filled by local labor personnel, and transmit such determinations to the Spanish Military Administrations. The level of compen-

sation for a position shall not be less than as established for such position by the Spanish Regulations.

2. Determine the selection for appointment as local labor personnel, on a temporary or indefinite basis, from among persons referred by the Spanish Military Administration. On an exceptional basis, the United States Forces may directly recruit and select persons for appointment to positions having a technical nature or specialized requirements, and, in coordination with the Spanish Military Administration, to positions in labor shortage categories. Persons directly recruited by the United States Forces must satisfy the conditions required of non-Civil civilian personnel of the Spanish Military Administration. Any person whose prior utilization by the United States Forces was involuntarily terminated other than for cause will be given priority consideration in the selection process.

3. Notify the Spanish Military Administration of the selection of personnel, and request appointment and detail of persons so selected to the United States Forces.

4. Determine, in accordance with the Spanish Regulations, reassignments, promotions and terminations of utilization and notify the Spanish Military Administration thereof.

5. Exercise disciplinary authority for minor faults as defined in the Spanish Regulations, and report the steps taken to the Spanish Military Administration.

6. Initiate disciplinary actions for other than minor faults, conduct preliminary proceedings to verify the facts, forward a record of such proceedings to the Spanish Military Administration, participate in the formal proceedings and propose an appropriate resolution to the Spanish authorities.

7. Organize the work of local labor personnel in order to take care of the needs of their own service most efficiently, specifying working schedules and vacation periods. In no case may vacation periods be less than the minimums required by the Spanish Regulations.

8. Adopt pertinent measures for the training and development of local labor personnel.

9. Prepare local labor personnel payrolls and submit them in due time to the Spanish Military Administration.

10. Reimburse the Spanish Military Administration for all payments made as provided for in Article XXXVI of this Agreement and for such related administrative costs as may be agreed upon by the Joint Committee.

Article XXXVIII

1. When the service needs of the United States Forces in Spain require a reduction in force of local labor personnel, the military authorities of the United States shall, in advance, so inform the Spanish Military Administration, who shall take action to effect terminations of utilization as requested by the United States Forces.

2. Local labor personnel whose utilization is terminated by a reduction in force shall be entitled to severance pay for permanent termination of services as provided in the Spanish Regulations, which amount shall be paid by the Spanish Military Administration who shall be reimbursed by the United States military authorities. The same procedures shall apply in the case of termination of utilization of local labor personnel because of the expiration of the Agreement.

3. For the purpose of determining the severance pay referred to in paragraph 2 of this Article, only continuous employment by the United States Forces prior to the date of contract replacement provided for in paragraph 2 of Article XLII of this Agreement, for which no previous severance pay has been granted, and service rendered as local labor personnel utilized by the United States Forces subsequent to entry into force of this Agreement shall be credited. This provision shall not include service rendered prior to the entry into force of this Agreement by workers who, although having been employed by the United States Forces during the period of such service, were not so employed at the said entry into force.

Article XXXIX

1. The provisions of this Section shall not apply to:
 - a. Functions or activities of the Embassy of the United States, the United

States Information Agency, the Office of the Defense Attaché of the United States, the Military Assistance Advisory Group (MAAG), the Joint United States Military Group (JUSMG), or the Liaison Offices of the United States Forces in Spain.

- b. Employees of contractors or concessionnaires performing work in Spain for the United States Forces.
- c. Employees hired privately by members of the United States personnel in Spain.

2. Employees referred to in subparagraph 1.*b.* above, except those who are nationals of or ordinarily resident in the United States, and the employees referred to in subparagraph 1.*c.* above shall be fully subject to Spanish labor legislation.

3. The Government of the United States and its armed forces and their organizations, units, agencies or instrumentalities and members shall not be subject to Spanish court actions instituted by local labor personnel, or by any person previously employed by the United States Forces, based on claims arising from their employment or from their utilization pursuant to the provisions of this Section.

Article XL

In regard to the labor relationship covered by this Section, the Joint Committee shall exercise the following authority:

1. Propose to the Spanish Government such rules as it deems pertinent for adapting the Spanish Regulations, and their supplementary rules, to the special conditions of employment of local labor personnel; these rules shall be sufficiently precise to guarantee United States participation in labor cases for the imposition of disciplinary sanctions on local labor personnel.

2. To consult and report to the Spanish military authorities prior to the rendering of Spanish administrative decisions pertaining to monetary and administrative claims involving local labor personnel and arising from their utilization by the United States Forces.

3. To consult and agree on the consequences of final decisions by the Spanish authorities regarding claims referred to in paragraph 2 of this Article. Such consequences may include sharing by Spain and the United States of the payment of monetary awards, and appropriate resolution of questions relating to the further utilization by the United States Forces of local labor personnel affected by such decisions.

Article XLI

The Government of Spain shall adopt the necessary administrative measures to implement the provisions of this Section. Such measures shall enter into force on the date of contract replacement provided for in paragraph 2 of Article XLII of this Agreement.

Article XLII

1. The labor relationship of Spanish personnel presently employed by the United States Forces in accordance with the provisions of the Defense Agreement of September 26, 1953, and its supplementary provisions on labor matters, shall terminate after entry into force of this Agreement as provided in this Article.

2. On a date to be agreed upon by the Joint Committee, but in no event later than six months from the date of entry into force of this Agreement, the employment contracts of local personnel presently employed by the United States Forces shall be replaced by new ones adapted to the Spanish Regulations and to the specific rules contained in this Section. All compensation to which the workers concerned are individually entitled at that time shall be respected.

3. Prior to the date of contract replacement provided for in paragraph 2 of this Article, local personnel presently employed by the United States Forces shall be entitled, in the event their employment is terminated other than for cause, to severance pay as provided in the Spanish Regulations.

4. Between the date this Agreement enters into force and the date of contract replacement provided for in paragraph 2 of this Article, all additional employees whose services are required will be employed by the United States

Forces under temporary appointments, not to exceed the said date of contact replacement, under conditions of employment in effect prior to the date the Agreement enters into force. Such employees, if subsequently converted to local labor personnel under the provisions of this Agreement, will be converted in accordance with the terms of the Spanish Regulations.

DONE at Madrid in duplicate, in the English and Spanish languages, each of which shall be equally authentic, this twenty-fifth day of September, 1970.

For the Government
of the United States of America:

[Signed]

ROBERT C. HILL

For the Government
of Spain:

[Signed]

GREGORIO LOPEZ BRAVO

AGREEMENT IN IMPLEMENTATION OF CHAPTER VIII OF THE AGREEMENT OF FRIENDSHIP AND COOPERATION BETWEEN THE UNITED STATES OF AMERICA AND SPAIN
SIGNED AUGUST 6, 1970

PROCEDURAL ANNEX I

COMMAND, SECURITY AND ADMINISTRATION OF SPANISH MILITARY INSTALLATIONS AGREED IN EXCHANGE OF NOTES

1. *Command*

1.1. Only the Spanish flag will be flown.

1.2. The installations will be under Spanish command. United States commanders, however, shall exercise authority and control over United States personnel, equipment and materiel.

1.3. Commanders of the United States Forces will keep the Spanish installation commander informed of routine day-to-day contacts with local off-base Spanish officials. In other cases requiring contacts with local off-base Spanish authorities,

however, commanders of United States Forces will make such contacts in conjunction with the Spanish installation commander.

1.4. Military honors will be rendered by Spanish Forces; however, they may be rendered jointly when agreed by the Spanish installation commander and the commander of United States Forces under procedures established by the Joint Committee. Plans for significant military honors will be reported in advance to the Joint Committee for its approval.

2. *Security*

2.1. The security of Spanish military installations shall be the responsibility of the Spanish Forces. The United States Forces, however, are responsible for the supervision and protection of their personnel, equipment, and materiel, and, accordingly, may take measure in fulfillment of these responsibilities in facilities used by them, but must inform the Spanish commander of any protective measures adopted, for purposes of coordination. By mutual agreement the United States Forces may also assist in the maintenance of security in other areas of the installation used by both Forces.

2.2. The United States Forces are authorized to station air, naval, or marine guards with the Spanish Guard at entrances and exits of the installations.

2.3. Whenever the United States Forces request reinforcement of external security measures, the United States commander will, if requested by the Spanish commander, permit the use by the Spanish Forces of such available vehicles and equipment, and for such period of time, as the two commanders agree are required.

3. *Administration*

3.1. In accordance with Article V of Section I of the Agreement in Implementation, the Spanish commander and the commander of United States Forces will develop mutually acceptable procedures for the installation, taking into account the specific needs of both forces. A copy of these procedures will be furnished the Joint Committee for coordination and review.

3.2. The Spanish commander of the installation will establish appropriate procedures regulating entry and exit of the installation. These procedures shall guarantee the entry into and exit from the installation by United States personnel in Spain. These procedures will also include provision for the entry and exit of visitors and guests without hindrance or delay, except when security reasons require otherwise. The Joint Committee will develop procedures for the admission and visit to the installations by dignitaries who have no authority over forces stationed in Spain.

3.3. The cost of maintenance and upkeep of facilities used exclusively by United States Forces will be borne by the United States Forces.

3.4. Maintenance and upkeep costs of facilities used both by United States and Spanish Forces will be shared by the two forces as agreed between the appropriate United States and Spanish authorities in accordance with Article III of Section I of the Agreement in Implementation. In the event agreement cannot be reached, the matter will be referred to the Joint Committee.

3.5. All signs, posters and notices of general interest in streets, buildings, and installations will be written in Spanish and, when considered appropriate by the Spanish and United States commanders, they may be repeated in English, with the same validity and significance.

Madrid, the 25th of September 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA
Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS
Major General, USAF
Chief, JUSMG-MAAG

PROCEDURAL ANNEX II

MILITARY PERSONNEL AND DISCIPLINE IN THE U.S. ARMED FORCES

1. The military authorities of the United States Forces are responsible for the maintenance of discipline over military members of the United States Personnel in Spain.

2. In furtherance of the maintenance of discipline, United States military authorities may, in coordination with the Spanish base commander, establish military police or shore patrol units on the Spanish military installations where United States Forces are located, under regulations which will be furnished to the Joint Committee for coordination and review. United States military authorities may also authorize the use of such units in communities near Spanish military installations, in cooperation with local police officials, under regulations agreed to

by the Spanish and United States military authorities. These regulations will also be furnished to the Joint Committee for coordination and review.

3. Military members of the United States Personnel in Spain are authorized:

3.1. to wear the uniform of their service while on duty,

3.2. to carry arms on official duty when authorized by the United States military authorities, in agreement with the Spanish base commander.

Madrid, the 25th of September 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA
Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS
Major General, USAF
Chief, JUSMG-MAAG

PROCEDURAL ANNEX III

PASSPORTS AND IDENTIFICATION DOCUMENTS FOR UNITED STATES PERSONNEL IN SPAIN

1. In furtherance of the provisions of Article XIII, Section I of the Agreement in Implementation, military members of the United States personnel in Spain may enter and depart Spanish territory upon the presentation of their military identification card and their orders. The orders will include a stamped or other certification, in the Spanish language, that the individual is authorized by the appropriate military authorities of the United States to proceed to Spain in a duty status. A sample of the military identification card will be furnished to the appropriate Spanish authorities through the Joint Committee.

2. Civilian members of the United States personnel in Spain shall be required to have a passport for entering and departing Spain. Such persons are excepted from the provisions of Spanish law with regard to the obtaining of visas and the registration of aliens.

3. In order that members of the United States Forces permanently assigned to Spain may prove their status as such at all times, they will be provided, by the Director General of Security with a special identification card printed in Spanish.

4. If, once in Spanish territory, any member of the United States personnel in Spain should lose his status, the United States authorities shall notify the Spanish authorities through the Joint Committee, and the individual shall automatically lose all privileges established under the Agreement in Implementation. The military authorities of the United States shall ensure that any personnel separated from the United States shall ensure that any personnel separated from the United States military service in Spain possess a valid passport with proper validation by the Spanish authorities. In case a person who entered Spain with a passport desires to remain in Spain, the United States authorities, whenever possible, will assist the Spanish authorities to ensure that the individual's change of status is reflected on his passport. If, within sixty days of the notification referred to above, a former member of the United States personnel in Spain be required by the Spanish authorities to leave Spain, the authorities of the United States will assure that transportation out of Spain is provided within a reasonable time without cost to the Spanish Government.

5. In the case of a member of the United States Forces permanently assigned to Spain who loses his status as such, the identification card referred to in paragraph 3 above shall be withdrawn by the United States military authorities and returned to the Director General of Security through the Joint Committee.

Madrid, the 25th of September 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA
Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS
Major General, USAF
Chief, JUSMG-MAAG

PROCEDURAL ANNEX IV

DRIVER'S LICENSES

1. Members of the United States Forces in Spain holding valid drivers' licenses issued by a competent agency of the United States shall receive Spanish

drivers' licenses. These licenses shall be issued by the Jefatura Central de Tráfico of the Ministry of the Interior in Madrid, without test or fees.

2. A member will complete an application form giving his personal identification data, to which he will attach two carnet-size photographs, his United States driver's license, and such other information as the Joint Committee may determine is required. This form will be sent to the Jefatura de Tráfico of Madrid, which will issue, without fees, within a two-week period, a Spanish driver's license of a type corresponding to the United States license held by the applicant. At the same time, the applicant's United States license will be returned to him.

3. While the application for a Spanish driver's license is being processed, the applicant shall be entitled to operate a motor vehicle on the basis of a duly certified Spanish translation of his United States license.

4. Spanish driver's licenses issued in accordance with this Annex will remain valid for the period of time provided by Spanish law, and will be renewed without test or fee, as necessary to assure validity, for the duration of the bearer's assignment as a member of the United States Forces in Spain. Upon the termination of the bearer's assignment in Spain, the license shall be returned to the Jefatura Central de Tráfico of the Ministry of the Interior in Madrid through the Joint Committee.

5. Operators of United States Government vehicles must possess valid United States military drivers' licenses. No Spanish driver's license will be required for the operation of such vehicles by United States personnel in Spain.

6. Members of the Spanish Armed Forces who go to the United States in connection with their duty and who possess a valid driver's license issued by the competent Spanish authorities shall be provided with a document by the United States military authorities in Spain certifying the validity of such Spanish driver's license in accordance with the Convention on Road Traffic of September 19, 1949.¹

Madrid, the 25th of September 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA

Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS

Major General, USAF
Chief, JUSMG-MAAG

¹ United Nations, *Treaty Series*, vol. 125, p. 3.

PROCEDURAL ANNEX V

*REGISTRATION OF MOTOR VEHICLES
OF MEMBERS OF THE UNITED STATES FORCES*

1. The privately owned motor vehicles of members of the United States Forces permanently assigned to Spain shall be registered in accordance with the following provisions of this Annex.

2. Applications for the clearance through customs of these vehicles shall be made pursuant to the provisions of the appropriate Procedural Annex. Upon the receipt of an application for clearance, the customs authorities of the port of entry shall prepare a permit, which shall be issued immediately upon the arrival of the vehicle. This permit will be issued free of duties, fees, or charges, and shall be valid as long as the vehicle is registered to a member of the United States Forces.

3. Applications for registrations shall be submitted by the Joint United States Military Group in Spain (JUSMG) directly to the Jefatura de Tráfico in Madrid. The Jefatura de Tráfico shall approve the applications for registration and shall validate the registration number and issue the registration permit which shall constitute the authorization for the operation of the vehicle concerned in Spain. This registration shall be free of duties, fees, or charges. Registrations thus made shall be valid for the duration of the official assignment of the applicants as members of the United States Forces in Spain.

4. Vehicles of members of the United States Forces in Spain shall be exempt from inspection by the Delegación de Industria.

5. The Joint United States Military Group in Spain (JUSMG) shall be responsible for the administrative control of the registration numbers issued. If the owner of a vehicle registered in accordance with paragraph 3 of this Annex loses his status as a member of the United States Forces, the Joint United States Military Group in Spain (JUSMG) shall so notify the Director General of Customs and the Jefatura de Tráfico in Madrid.

Madrid, the 25th of September 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA
Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS
Major General, USAF
Chief, JUSMG-MAAG

PROCEDURAL ANNEX VI

*RULES GOVERNING MEDICAL SERVICES
OF THE UNITED STATES FORCES IN SPAIN*

1. The procedures in this Annex shall apply to the health care and medical services of the United States Forces in Spain.

2. For the purposes of this Annex, the term "medical personnel" means the physicians, surgeons, specialists, dentists, nurses and other members of the United States personnel in Spain who perform medical services, and other doctors of United States nationality or ordinarily resident in the United States employed or contracted in exceptional cases by the United States Forces.

3. The military authorities of the United States are authorized to maintain those hospitals and other health facilities in Spanish territory existing on the effective date of the Agreement in Implementation, or those which may be authorized in the future through the Joint Committee.

4. Medical personnel may perform medical services in Spain of the same type which such persons are authorized to perform at United States military medical facilities, subject to the limitations contained in this Annex, without prior examination or revalidation of their professional certificates by the Spanish authorities; provided that medical treatment punishable by the law of Spain may not be performed by the medical personnel.

5. The Joint Committee shall determine categories of persons eligible for medical care from United States military medical facilities in Spain. Pending such determination, medical personnel shall limit their services to persons presently eligible. In case of emergency, such personnel may render medical assistance to any persons in Spanish territory.

6. Normally, medical personnel will practice their profession in the hospitals and other medical centers of the United States Forces in Spain; but may render their assistance to authorized persons in any place or facility in which they may be found. If such persons are in a Spanish medical center, said assistance shall be carried out under the authority of the director of the establishment.

7. No member of the medical personnel shall practice medicine in Spanish territory, except as provided in this Annex or when such practice is expressly authorized by Spanish authorities.

8. Births occurring in medical centers of the United States Forces in Spain or elsewhere in Spanish territory which are attended by doctors belonging to the medical personnel referred to in this Annex shall be certified and registered accord-

ing to Spanish law. The certificates and other documents issued by said United States doctors shall have the same legal effect, to this end, as those issued in similar cases by Spanish doctors.

9. Patients suffering from contagious or infectious diseases shall be treated, isolated or transported out of Spanish territory, in accordance with the requirements and regulations of Spain and the United States for the movement and isolation of such cases so as to avoid any spread of contagious diseases.

10. The remains of United States personnel who die in Spanish territory may be claimed, given post mortem examination, embalmed and transported outside such territory upon authorization of the appropriate Spanish authorities. When death occurs outside of a medical center of the United States, the remains of such persons will be delivered as soon as possible to the custody of United States military authorities. The certificates of death and other required documents will be prepared, in accordance with Spanish law, by the Spanish or U.S. doctor who certifies death. The Spanish authorities will have access to any document or proceeding which is originated to comply with legal provisions established by Spanish law. Delivery of the remains and post mortem examination will, in all cases, be subject to the appropriate judicial authority if the cadaver is at the disposal of a judge in order to carry out a judicial proceeding. Spanish doctors who attest to the death of United States personnel will prepare documents required by the Government of the United States to confirm said death.

11. When serious circumstances make it advisable, and at the request of the Spanish Government, the health centers and services of the United States Forces may be utilized as much as practicable to meet Spanish needs. Under the same circumstances, Spanish centers and health services will lend all possible assistance to take care of a like request from the United States authorities. In case of a natural disaster which might affect a large number of people, assistance will be given on a reciprocal basis; further, Spanish and U.S. facilities and health services will cooperate to the greatest extent practicable and they will be used jointly in the common good.

Madrid, the 25th of September 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA
Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS
Major General, USAF
Chief, JUSMG-MAAG

PROCEDURAL ANNEX VII

*RULES FOR THE USE OF SPANISH AIR BASES BY UNITED STATES FORCES AND REGULATION OF AIR MOVEMENTS OF SUCH FORCES*1. *General*

1.1. This Annex applies to all aircraft of the land, sea or air armed forces of the United States, as well as United States civilian aircraft chartered wholly by such forces, which are in Spanish air space or are using Spanish air bases or airports in performance of the functions authorized in the Agreement of Friendship and Cooperation. Hereafter, these aircraft shall be generally referred to as "aircraft of the United States Forces."

1.2. Air movement is understood to mean overflight, landing or take-off in Spain or Spanish sovereign territory by aircraft of the United States Forces.

1.3. Air movements of aircraft of the United States Forces in Spanish air space in performance of the functions authorized in the Agreement of Friendship and Cooperation will be conducted in accordance with Article VIII of Section I of the Agreement in Implementation and the following provisions of this Annex.

1.4. No third country aircraft shall use a Spanish air base or airport as a result of the Agreement, except in accordance with provisions and control measures agreed upon by the Joint Committee and subject to veto in each case by the Government of Spain.

2. *Usable air bases and airports*

2.1. Aircraft of the United States Forces may use the air bases (including the Naval Air Facility at Rota) enumerated in the Exchange of Notes regarding United States use of Facilities in Spanish Military Installations, dated 6 August 1970.¹

2.2. If aircraft of the United States Forces should need to use an air base not included in the Exchange of Notes referred to in the preceding paragraph, necessary logistical and technical assistance will be furnished depending on the services available in such air bases.

2.3. If, for a special reason, aircraft of the United States Forces should need to use a civil airport, the authorities of the United States shall submit to the Spanish

¹ United Nations, *Treaty Series*, vol. 756, p. 141.

air authorities a request to that effect, giving reason, at least 48 hours in advance.

2.4. In case of aircraft emergency, United States Forces are authorized to use any air base or airport.

2.5. The use of the Spanish air bases and airports by aircraft of the United States Forces, as stated in the preceding paragraphs, shall be free of all charges, taxes, or encumbrances. Payment will be made for material assistance.

3. *Air Traffic*

3.1. All flights will be conducted in accordance with duly approved flight plans. Such flights shall be governed by the general Rules of Flight in force in Spain, approved and published by appropriate Spanish authorities, and by the instructions given by Spanish regional or local air traffic control authorities.

3.2. The air traffic control authorities are:

3.2.1. Regional:

Chief of Regional Flight Information Centers (FIC).

Chief of Area Control Centers (ACC).

3.2.2. Local:

Flight Officer, designated by the Commander of the Air Base.

Airport Traffic Official.

Chief Controller, designated by both.

3.3. Military control towers will be under the direction of a Spanish Flight Officer. To the extent that coordination of control of flights of aircraft of the United States Forces is necessary, one or more US controllers, who have ample knowledge of Spanish, will be used to assist the Spanish Chief Controller.

3.4. The United States authorities will notify the competent Spanish authorities at least twelve (12) hours in advance of squadron or larger group formation flights entering, departing or overflying Spanish territory. With the same advance notice, they will report any air movements which may create a substantial increase in the usual air activity, and those which because of their type may pose a special risk to the civilian population. If such an air movement poses problems which cannot be resolved within the Ministry of Air along the lines established by the Joint Committee, the movement will be immediately reported to the Joint Committee for appropriate action.

3.5. Flights in and out of the airbases and airports referred to in paragraph 2 above will be subject to current flight regulations (including traffic precedence, time and area restrictions) duly established by appropriate Spanish authorities for the safe and orderly flow of air traffic in Spain.

4. *Air Space for training*

4.1. The Spanish Ministry of Air will make available through the Joint Committee to the United States Forces, within the level of forces agreed upon by the Exchange of notes, and to those other military units whose presence in Spain has been authorized by the Joint Committee, such airspace within that established for the training of the Spanish Air Forces, as is required for the training of the United States Forces, including air-to-air and air-to-ground training.

4.2. Air space for training shall be carefully demarcated with respect to area as well as the flight levels and schedule to be used. The use of this air space will be subject to the safety and flow of both civil and military air traffic.

4.3. Training flights at levels below two thousand (2,000) feet (610 meters) will not be conducted by jet aircraft of the United States Forces, except in air spaces or along routes that the Spanish Ministry of Air may make available for such use through the Joint Committee.

5. *Bombing and gunnery ranges*

5.1. The United States Forces, within the level of forces agreed upon by the Exchange of notes, and those other military units whose presence in Spain has been authorized by the Joint Committee, are authorized to use, for their bombing and gunnery training (air-to-air and air-to-ground) those firing ranges listed in the Exchange of notes, and such others as are required for the training of the United States Forces and approved by the Joint Committee.

5.2. The Spanish and United States Forces shall coordinate the dates and schedules for the use of those facilities in order to prevent interference and obtain optimum utilization, and they shall establish the necessary procedures governing the use of subject facilities and the allocation of personnel and material to be furnished by each Force.

5.3. The fire control tower on firing ranges shall be under the direction of the Spanish Range officer. When United States Forces are training, however, a United States Range Safety Officer shall be in the same tower to direct the movement of

United States aircraft. To assure communications between the Spanish and United States Officers, the United States Forces will also provide the services of an individual who has ample knowledge of Spanish.

6. *Accidents occurring to aircraft of the United States Forces*

6.1. In case of accidents occurring to aircraft of the United States Forces in Spanish territory, the Spanish and United States authorities will cooperate in the adoption of rescue measures with primary responsibility belonging to the United States authorities. Measures to take charge of removing the damaged aircraft and its technical equipment shall be the responsibility of the appropriate United States authorities.

6.2. Spanish military or police forces shall have primary responsibility for the external security of such damaged aircraft. However, United States Forces, if first on the scene, may assume this responsibility pending the arrival of Spanish Forces.

6.3. Once Spanish authorities have assumed responsibility for the security of such aircraft, United States technical personnel designated by the United States Forces will have access to the accident scene. These personnel will cooperate fully with the Spanish investigating officer to assure that the scene of the accident is not disturbed in a manner that could prejudice the investigations of the accident by Spanish and United States authorities.

6.4. The investigation of these accidents will be accomplished in accordance with the laws of air navigation of Spain, and will be independent of the investigation to be conducted by United States authorities.

6.5. When an investigation of a particular accident is opened, United States authorities will furnish whatever data and technical assistance are deemed necessary, with the exception of any information considered, because of its nature, to be classified.

7. *Air search and rescue*

Spanish and United States authorities will cooperate and lend all possible help in air search and rescue activities.

8. *Weather service*

United States authorities may establish and maintain in each meteorological area such weather stations as are decided on by mutual agreement, establishing

a continuing exchange of reports with the Spanish Meteorological Service in accordance with rules and procedures to be established.

Madrid, the 25th of September 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA

Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS

Major General, USAF
Chief, JUSMG-MAAG

PROCEDURAL ANNEX VIII

USE OF THE ROTA NAVAL BASE BY UNITED STATES FORCES

1. The command of the base shall be Spanish under the "Admiral Commanding General of the Naval Base."
2. The provisions of Annex I shall apply to Rota Naval Base.
3. In order to govern the use by the United States Forces of the facilities of the Rota Naval Base referred to in the Exchange of notes dated 6 August 1970 between the Governments of Spain and the United States, the Admiral Commanding General of the Naval Base shall prepare with the Commander, United States Naval Activities Spain (Rota), the basic rules and procedures which will be consistent with the requirements of both navies.
4. Pursuant to paragraph 3 of this Annex, the rules for movement and use of the port will be established. These rules will be divided in general lines, into two groups:
 - 4.1. Rules for warships will include procedures for notification of arrival, entrance priority, etc.
 - 4.2. Rules for merchant ships. The rules will include the preceding and that relating to pilotage, towage, mooring, sanitation, pratique, cargo manifest, customs, etc.

The above rules will take into account all technical aspects which when complied with, tend to avoid possible interferences, incompatibility, congestions, risk of accidents, etc.

5. Military units within the agreed force levels do not require advance authorization for entries and departures, except for routine notification in the form agreed to in the Basic Rules referred to in paragraphs 3 and 4 of this Annex. Ships of the United States Navy which are not included within the agreed force levels and those ships wholly chartered by said forces can enter and depart the Base in accordance with the rules in Annex IX for visits to Spanish ports.

6. Ships of third nations entering Rota Naval Base will be required to follow the regulations established in accordance with paragraph 3, Article VIII, Section I of the Agreement in Implementation, and in order that the Government of Spain may exercise the right to veto such visits if it desires, authorization for entry must be requested ten days in advance; in exceptional cases this period of time may be reduced.

7. In addition to the security measures taken by the Admiral Commanding General of the Naval Base and the Commander, United States Naval Activities in Spain, and in agreement with Annex I, the Admiral Commanding General of the Naval Base will be responsible for the defense of the harbor and coastline by means of a maritime-land watch which will be carried out by Spanish forces.

Madrid, the 25th of September 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA
Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS
Major General, USAF
Chief, JUSMG-MAAG

PROCEDURAL ANNEX IX

RULES GOVERNING VISITS OF UNITED STATES VESSELS TO SPANISH PORTS

1. This Annex applies to vessels of the United States Navy and vessels chartered wholly by the United States Department of Defense which visit Spanish

ports and which are not provided for in paragraph 5 of Annex VIII. These vessels, hereinafter referred to as vessels of the United States Forces, are classified as follows:

- 1.1. United States naval vessels, either combatant or auxiliary, under the operational control of a United States naval commander.
- 1.2. Vessels in the service of the United States Navy called United States Naval Ships (USNS) and General Agency Agreement (GAA) ships, both of which are the property of the United States Government, and whose activities are carried out through the Military Sea Transport Service (MSTS).
- 1.3. Other vessels which are chartered wholly by the United States Department of Defense.

2. Vessels of the United States Forces may enter, operate in, and leave Spanish ports and territorial waters according to the provisions of this Annex.

3. When passing through Spanish jurisdictional waters, submarines must navigate on the surface.

4. Visits or calls are classified and defined as follows:

- 4.1. Type "A" — Informal visits or calls: Those in which formalities are restricted to the usual salutes and customary calls.
- 4.2. Type "B" — Operational visits or calls: Those which are primarily for logistical purposes, repairs, or for the performance of operational missions.
- 4.3. Type "C" — Visits or calls of courtesy: Those which are of formal nature in which there is an exchange of official courtesies and formal entertainment, and require prior arrangements through diplomatic channels.

5. Vessels of the United States Forces may visit and call at Spanish ports, giving the proper notification without further formalities in the case of Type "A" visits. Nothing in the foregoing shall preclude the competent Spanish authorities from disapproving a proposed visit in case of port congestion or other valid reason.

6. Type "B" visits require the authority of the Joint Committee which shall be notified not less than 5 days in advance.

7. Type "C" visits require advance approval, initiated by the Department of Defense, the Chief of Naval Operations, or the designated commanders, and will be

processed at the level of Spanish naval commands. Diplomatic clearance will be assumed unless the U.S. Naval Attaché is notified to the contrary.

8. Advance notification for Type "A" or Type "B" visits or calls shall be governed by the following:

8.1. The notification shall include, in complete detail, the name of the port or area at which the visit or call is to be made; the names and types of the vessels and whether or not they are saluting ships; the names of flag officers, unit commanders, masters, military liaison officers on board, and distinguished passengers embarked; the inclusive dates of the visit or call; and classes of privileges desired.

8.2. The United States Naval Attaché in Madrid shall notify the Joint Committee and the Spanish naval authorities not less than five days in advance.

8.3. In cases of emergency, including inclement weather, when advance notification cannot be made, the details of the call will be given immediately to the appropriate Spanish naval authorities and the United States Naval Attaché.

9. During their stay in Spanish ports or waters, vessels of the United States Forces shall be governed by the following rules:

9.1. All harbor regulations regarding pilotage, sanitation and customs which are applicable to Spanish naval vessels shall be obeyed.

9.2. The charges for port services such as towing, mooring, wharfage and dockage, picking up refuse or garbage, etc., will be levied against vessels of the United States Forces when these services are furnished in accordance with the requirements of present Spanish legislation or when solicited by the visitors. Such charges will not be greater than those applied to ships of the Spanish Navy.

9.3. Vessels of the United States Forces shall be, as in the case of Spanish naval vessels, immune from search, including customs and health. Communicable disease on board, the existence of which may be suspected or known, shall be reported prior to requesting pratique. Personal effects landed from visiting vessels will be subject to declaration and inspection by local customs authorities.

9.4. Passports or visas will not be required for personnel disembarking temporarily from visiting vessels and who are required to go back aboard before the vessel puts out to sea. United States Department of Defense identification papers will be required.

9.5. The wearing of uniforms for visits ashore is authorized.

10. Among the classes or privileges referred to in paragraph 8.1. which will normally be accorded to vessels of the United States Forces, subject to prior notification, are the following:

10.1. Class 1 — Logistics Supplies: This will include fuel and fresh dry provisions which will be furnished to the extent possible available through local sources or as ordered in advance.

10.2. Class 2 — Repairs: Repairs and modifications will be the subject of special arrangements in each case.

10.3. Class 3 — Shore Liberty: Shore liberty will be subject to any restriction which local Spanish naval authorities may impose. Athletic and recreation facilities will be afforded through local military authorities according to established rules and rates.

10.4. Class 4 — Shore Patrols: Unarmed personnel in uniform in order to assist local authorities in maintaining order.

10.5. Class 5 — Training: Utilization of training areas ashore or in territorial waters in such places as may be agreed upon with local commanders.

10.6. Class 6 — Flight Training: This will include the shore basing of aircraft and training flights of ship-based and/or shore-based aircraft, subject to the prior authorization of the Joint Committee in each case.

10.7. Class 7 — Conducted Tours: Authorization for daily or extended tours to Spanish cities.

10.8. Class 8 — Official Transportation: Permission to off-load, operate, and on-load official vehicles during the ship's stay in Spain. Numbers and type of such vehicles will be furnished with the notification.

11. The procedures for the arrival, port movements and furnishing of services, will be established between the Spanish and United States Navies.

11.1. Safe anchorage and pier facilities, including those needed for loading and off-loading stores and personnel, will be assigned to the extent practicable as requested by vessels of the United States Forces.

11.2. Local hydrographic information will be furnished when requested.

11.3. The establishment of shore communications services, except normal telephone, telegraph or cable services, will require prior agreement in each case.

12. In the event of unforeseen circumstances not covered by the provisions of the Chapter, it is understood that any vessel of the United States Forces in Spain for the purposes of the Agreement shall be given the same treatment and consideration as a Spanish vessel.

Madrid, the 25th of September 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA
Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS
Major General, USAF
Chief, JUSMG-MAAG

PROCEDURAL ANNEX X

COMMUNICATIONS AND ELECTRONICS

1. *General*

1.1. The United States Forces may use and maintain existing communications-electronic facilities and services referred to in the Exchange of notes, consistent with the terms of the Agreement of Friendship and Cooperation. The United States Forces may also use and maintain presently existing facilities and services located outside the listed installations, and, if necessary, in such other areas as may be authorized by the Joint Committee.

1.2. In general and where available, however, the Spanish telephone, telegraph and teletype services will be used to meet the requirements of the United States Forces.

1.3. The United States Forces are authorized to use codes, ciphers and other means of cryptographic security.

2. *Land Line Communications*

2.1. The needs of the United States Forces for land line communications facilities and services will be coordinated with the Spanish Military Forces and

civilian communications services. Procedures for assignment of the land line telecommunication facilities and services deemed necessary by the United States will be agreed upon between the appropriate Spanish military authorities and the United States military authorities through the Joint Committee. Payment for such services shall be made according to the provisions of such agreement.

2.2. In order to permit timely action by the Spanish civil and military telecommunication authorities, those authorities shall be notified as far in advance as possible of the projected requirements of the United States Forces for land line circuits.

2.3. The United States Forces may install, maintain, and operate their own equipment at the terminals of land lines furnished by Spanish agencies. The installed equipment must not cause any interference on other Spanish land lines and shall be suitable for use on circuitry that conforms to recommendations of the International Telegraph and Telephone Consultative Committee (C.C.I.T.T.) and to the conditions established by the Spanish agency concerned.

2.4. When necessary, and when no usable lines exist, telephone, record, and such other intercommunication systems considered necessary for the support of United States military requirements may be installed as authorized by the Joint Committee. If mutually agreed, such systems may be integrated with those of the Spanish Military Forces.

2.5. The United States Forces may install, as authorized by the Joint Committee, control circuits from the installations referred to in the Exchange of Notes to transmitter, receiver and electronic navigational aid facilities located outside the aforesaid installations. The exact routing of land lines for these purposes will be determined by mutual agreement between the appropriate Spanish and United States military authorities.

3. *Radio Communications*

3.1. The United States Forces are authorized to maintain and utilize the following existing facilities:

- 3.1.1. Major radio communication facilities as links with the world-wide military network of the United States;
- 3.1.2. Such other lesser radio communications facilities required for the support of military and administrative services of the United States Forces in Spain;
- 3.1.3. Radio facilities for communication with United States military aircraft;

3.1.4. Such other radio broadcasting transmitting stations contributing to the normal welfare and training of the United States Forces, which includes short-range radio broadcasting stations, in accordance with the rules issued on the matter by the Spanish authorities.

3.2. When authorized by the Joint Committee, the United States Forces may also maintain and utilize for their support:

3.2.1. Satellite communications;

3.2.2. Television transmitting stations, for the purposes and on the terms specified in sub-paragraph 3.1.4 above; and

3.2.3. Such other communications facilities as may be required in the future.

3.3. Transmitter and receiver antennas installed by the United States for the aforesaid purposes shall be located and constructed so as not to constitute a hazard to air navigation.

3.4. The United States Forces are authorized the continued use of the radio frequencies and call signs assigned to them for the operation of communications facilities in Spain. Any changes in existing frequencies or call signs, and requests for additional frequencies or call signs required for communications facilities in Spain, shall be coordinated, agreed upon and acquired through the normal channels.

The Joint Committee shall be informed of any such changes or requests.

4. *Control Towers*

At the control towers used jointly by the Spanish and United States Forces, the latter will supply and operate the equipment needed to meet their own needs.

5. *Aids to Navigation and Approach Control*

The United States Forces may use and maintain presently existing electronic navigation and landing aids, such as airport surveillance radar, ground controlled approach (G.C.A.), TACAN and instrument landing systems (ILS), and may install any other such aids as are developed and adapted for such use. If in the future it should become necessary to change or expand the present facilities, this may be done subject to the approval of the Joint Committee.

6. *Aircraft Control and Warming System*

The United States Forces are authorized to utilize the existing Spanish aircraft

control and warning system. Rules regarding the use of this system shall be established by the Joint Committee.

7. *Weather Facilities*

The United States Forces are authorized to maintain and utilize communication equipment in connection with the operation of authorized weather facilities in Spain.

Madrid, the 25th of September 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA
Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS
Major General, USAF
Chief, JUSMG-MAAG

PROCEDURAL ANNEX XI

PETROLEUM PRODUCTS PIPELINE

1. *Description of Pipeline*

The Petroleum Products Pipeline is a Spanish military installation described as: a steel pipeline, 485 miles (780 km) long from Rota Naval Base to La Muela of twelve, ten and eight inch diameter; six pump stations at Rota, El Arahal, Adamuz, Ciudad Real, Loeches and La Muela; and mooring, unloading and transfer facilities at Rota. The Petroleum Products Pipeline consists of the following three sections:

- 1.1. Section I is that portion of the pipeline beginning with and including the bulk petroleum discharge/loading pier at Rota and continuing to, but not including, the petroleum products manifold located approximately 23 meters west of Pump Station Number 1, Rota.
- 1.2. Section II is that portion of the pipeline from and including the aforementioned petroleum products manifold at Pump Station Number 1 and continuing to and including Pump Station Number 6, La Muela.
- 1.3. Section III of the pipeline consists of the terminal storage stations at Loeches, La Muela and El Arahal, and the tubing which connects with

the petroleum products storage facilities at Torrejon, Zaragoza and Moron Air Bases, respectively.

2. *Operation of Section I of the Pipeline*

2.1. This section of the pipeline is a facility of the Rota Naval Base which the United States Forces are authorized to maintain and operate (including supervision and programming). The petroleum products receiving facility on the bulk petroleum discharge/loading pier will be available for the use of CAMPSA and will normally be operated by Spanish personnel who will be under the direction of the Rota Naval Base Commander. The expenditures that result from operation and maintenance of the pier will be borne by both governments in proportion to their respective activities in accordance with Article III, Section I of the Agreement in Implementation.

2.2. Port services (pilot, tugs, etc.) as well as the use of the pier and priorities for its use, loading or discharging, will be regulated in accordance with those rules agreed upon between the Rota Naval Base Commander and United States Forces as provided for in Procedural Annex VIII.

3. *Operation of Section II of the Pipeline*

3.1. This section of the pipeline is a Spanish military installation, which will be managed, operated and maintained in accordance with the following rules and procedures:

3.1.1. Phase I — This phase will extend from 26 September 1970 to approximately 1 January 1971. During this period, CAMPSA, on behalf of the Spanish Government, will hire personnel that will be necessary for the operation of Section II. The United States Forces will operate and maintain Section II throughout Phase I and will institute a training program for such CAMPSA personnel.

3.1.2. Phase II — This phase will begin upon completion of Phase I and will be completed by approximately 1 April 1971. During this period, the United States Forces will operate and maintain Section II and will complete the training of CAMPSA employees in the operation of Section II of the pipeline.

3.1.3. Phase III — This phase will begin upon completion of Phase II and will be completed by 1 June 1971. During this period, CAMPSA will operate Section II, including provision of utilities, and the United States Forces will complete the training of CAMPSA personnel in maintenance.

- 3.1.4. The time periods mentioned above for Phases I, II and III can be reduced at the request of the Spanish Government in order to expedite the total and efficient administration of the pipeline by CAMPSA. These requests for reduction will be forwarded by the Spanish Government to the United States Forces a minimum of one month in advance.

3.2. At the completion of Phase III, the Spanish Government will be fully responsible for the operation and maintenance of Section II of the pipeline and will ensure that the necessary spare parts and equipment are on hand to enable efficient operation and maintenance of Section II. The United States Forces will transfer to the Spanish Government, on appropriate terms which reflect their condition, the spare parts and equipment on hand that are peculiar to Section II of the pipeline and necessary for its operation and maintenance in accordance with specifications of the United States Forces. The Spanish Government may request from the United States Forces any other spare parts or equipment associated with Section II of the pipeline subject to determination of need and mutually acceptable sales conditions.

3.3. The Spanish Government will reimburse the United States Forces for all costs incurred during Phases I, II and III relative to the operation and maintenance of Section II of the pipeline, including personnel costs.

4. *Movement of United States Forces Product through Section II of the Pipeline*

For such period of time as the Agreement of Friendship and Cooperation is in force, Spain guarantees at no cost to the United States:

- 4.1. Movement and storage of normal petroleum product requirements of the United States Forces through Section II of the pipeline.
- 4.2. Operation and maintenance of Section II of the pipeline.
- 4.3. The availability of expanded use of Section II of the pipeline for requirements of the United States Forces in case of emergency; provided, however, that the United States Forces shall reimburse CAMPSA for the movement of such United States Forces product, exclusive of product destined for use by the Spanish Forces and product moved through Section II for the sole purpose of pushing other product, as is in excess of 380,000,000 barrel-miles moved during any calendar quarter (January-March, April-June, July-September, October-December) at a rate of \$0.0013, or its equivalent in pesetas, per barrel-mile. (A barrel consists of 42 United States gallons at 15 degrees centigrade.)

5. *Priority of Movements*

Movement of United States Forces product through the pipeline will be given equal priority with the movement of Spanish military product and both will take precedence over commercial product movements. To avoid interferences with the movement of commercial products, the United States Forces will, one month in advance, advise of their requirements for the following month.

6. *Quality and Quantity Control*

The pipeline is for the movement of refined products only and under no circumstances will crude products be moved through the pipeline. After the completion of Phase II, quality and quantity control of United States Forces products moved through Section II of the pipeline will be the responsibility of CAMPSA, using standards and procedures agreed upon by the Mixed Technical Commission established under paragraph 16 of this Annex. United States and Spanish technical personnel will have the right of access to pipeline facilities to coordinate pipeline movements and product quality and quantity control procedures.

7. *Custody*

After the completion of Phase II, CAMPSA shall have custody of United States Forces product whenever it is in Section II of the pipeline.

8. *Testing and Measuring*

United States Forces product shall be tested and measured prior to its acceptance by CAMPSA for custody and after its subsequent delivery to the United States Forces, in accordance with procedures established by the Mixed Technical Commission. In measuring the quantity of United States Forces product accepted and delivered, correction shall be made from volume at actual or observed temperature to volume at 15 degrees centigrade.

9. *Delivery of United States Forces Products*

CAMPSA shall transport through Section II of the pipeline and deliver into storage facilities designated by the United States Forces the quantity of United States Forces product accepted into its custody, except as otherwise provided in paragraph 10 of this Annex. The delivered product shall meet United States military specifications. Delivery shall be accomplished in accordance with time schedules established by the Mixed Technical Commission.

10. *Losses or Contamination of United States Forces Product*

United States Forces product lost or contaminated while in CAMPSA custody shall be either replaced in kind by the Spanish Government or reimbursement therefor made to the United States Forces based on the cost of the product to the United States Forces; provided that the Spanish Government shall not be liable for any loss or contamination of United States Forces product caused by acts of God or war. Normal evaporation losses encountered in gauging of shipping and receiving tanks and products withdrawn for sampling purposes, as agreed to in the Mixed Technical Commission, shall be deducted when computing any possible fuel losses to be replaced by the Spanish Government.

11. *Claims*

During Phases I, II and III and thereafter, the Spanish Government will assume responsibility for the settlement and payment of any claims arising out of the operation and maintenance of Section II of the pipeline that could be made against the Government of the United States or members of "United States personnel in Spain," except for claims arising out of acts of intentional misconduct or gross negligence of said personnel when determined as such by the Joint Committee. Claims arising out of acts of intentional misconduct or gross negligence by said personnel shall be handled in accordance with the provisions of Section II of the Agreement in Implementation.

12. *Labor Matters*

Spanish employees of the United States Forces engaged in work on Section II of the pipeline upon the entry into force of the Agreement in Implementation shall have the option of remaining on the pipeline as CAMPSA employees. Such employees shall not be considered as "local labor personnel" under Section III of said agreement, unless having declined the option of remaining on the pipeline as CAMPSA employees, they are able to qualify for such vacancies as may exist in "local labor personnel" positions at other installations and immediately enter into such employment. Those Spanish employees choosing to remain on the pipeline as CAMPSA employees, as well as those who neither remain on the pipeline as CAMPSA employees nor are employed as "local labor personnel" at other installations, shall receive severance pay from the United States Forces under the terms and conditions prevailing prior to the entry into force of the Agreement in Implementation.

13. *Operation of Section III of the Pipeline*

In accordance with the Exchange of Notes of August 6, 1970 between the Government of the United States and Spain, the United States Forces are authorized to use, operate and maintain Section III of the pipeline.

14. *Ullage*

When determined to be available by the United States Forces, ullage will be provided CAMPSA in the terminal storage stations at Loeches, La Muela and El Arahah, on a temporary basis to accommodate pipeline movements in an emergency or other unusual situation. Because of potential damage to empty underground storage tanks due to water table levels, such ullage will be kept available in partially filled tanks. The United States Forces shall not be responsible for any CAMPSA product degradation resulting from the provision of ullage in these tanks. If such ullage must be used to accommodate United States Forces product movements, the Spanish Government shall not be responsible for any United States Forces product degradation resulting from commingling of product. If such ullage must be used to accommodate Spanish military or CAMPSA product movements, the Spanish Government shall be responsible for any United States Forces product degradation and shall replace in kind, or otherwise compensate the United States Forces for such degradation.

15. *Utilities for Storage Facilities*

Electrical power and water from the utility systems at the respective pipeline pump stations will be provided by the Spanish Government to the terminal storage stations at Loeches, La Muela and El Arahah at no cost to the United States Forces.

16. *Mixed Technical Commission*

A Mixed Technical Commission is hereby established. The commission shall be composed of technical experts of the United States Forces and the Spanish Government, and shall prepare the detailed plans necessary for the transfer of responsibility for the operation and maintenance of Section II of the pipeline to the Spanish Government. This commission will remain in existence so long as the United States Forces utilize the pipeline and will serve to coordinate the requirements of the United States Forces and the Spanish Government for pipeline utilization. Any disagreements of the Mixed Technical Commission will be referred to the Joint Committee for resolution.

17. *Effective Date*

Upon signature by both Parties, this Annex shall be applied retroactively from September 26, 1970.

Madrid, the 18th of December 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA
Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS
Major General, USAF
Chief, JUSMG-MAAG

PROCEDURAL ANNEX XII

UTILIZATION OF PETROLEUM PRODUCTS AND FACILITIES

1. In accordance with the Exchange of Notes of August 6, 1970, between the Governments of the United States and Spain, the United States Forces are authorized to use the following petroleum products facilities at Spanish military installations:

- 1.1. El Ferrol — La Graña. Fuel storage depot with tunnels divided into fourteen tanks and related services.
- 1.2. Cartagena — San Pedro. Fuel storage depot with two tunnels which have six underground storage facilities and fifteen metal storage facilities with related services, including a pumping station and an underground emergency power plant.
- 1.3. Rota Naval Base. Fuel storage depot on the naval base with twenty-eight large fuel tanks located at the southeast end of the base and nineteen miscellaneous tanks, with related services. Some of these tanks are reserved for the storage of United States Air Force petroleum products.
- 1.4. Air Base Facilities. Petroleum products storage facilities at Torrejon, Zaragoza, and Moron Air Bases.

2. The naval petroleum products stored in the facilities at El Ferrol — La Graña, Cartagena — San Pedro, and Rota Naval Base will be considered as reserved for the United States and Spanish Navies.

3. United States Forces petroleum products stored in the facilities at Torrejon, Zaragoza and Moron Air Bases will, when stocks exist, be issued to Spanish Air Force refueling vehicles upon request of said Air Force. The Spanish Government will reimburse the United States Forces in kind the amounts of such products received, adding 3.5 percent of the quantity received as reimbursement for the administrative costs incurred. Such reimbursement will be made in accord with United States military specifications. Representatives of the Air Forces of both countries will enter into appropriate arrangement to implement the provisions of this paragraph covering the procedures for replacement in kind.

4. The United States Forces will be responsible for the operation, management and maintenance of the petroleum products facilities listed in Paragraph 1 of this Annex. This responsibility includes the supervision and control of the quality and quantity of United States Forces petroleum products as well as the development and implementation of applicable technical safety instructions.

5. The following procedures will be observed at the naval facilities described in subparagraphs 1.1, 1.2 and 1.3 of this Annex:

5.1. Ship entry and exit at the El Ferrol and Cartagena Naval Bases will be governed by the provisions established in Paragraph 4.2 of Annex IX. Ship entry and exit at the Rota Naval Base will be governed by the provisions established in accordance with Paragraphs 3 and 4 of Annex VIII.

5.2. The moorage and the use of the piers designated to serve the petroleum facilities authorized for use by the United States will be regulated according to a schedule prepared by the Spanish installation commander in conjunction with the Commander, United States Naval Activities Spain (Rota), in accordance with the needs of both Navies. Normally military ships or ships carrying military cargo will have priority over commercial ships.

5.3. Other piers which could be used indirectly for the movement of petroleum products to the storage facilities made available to the United States may be used when necessary as authorized by the Spanish Commander.

5.4. Pier management at El Ferrol — La Graña and Cartagena — San Pedro, which will be the responsibility of the Spanish Commander, will include the establishment of technical safety instructions. These safety instructions will be developed in conjunction with the Commander, United States Naval Activities Spain (Rota).

6. The Spanish Navy may store petroleum products for use by both Navies in tanks administered by the United States Forces at the naval facilities described in subparagraphs 1.1, 1.2, and 1.3 of this Annex on a schedule agreed upon by the United States and Spanish Navies when such products are compatible with applicable United States military specifications. A surface tank will be reserved for Spanish use at El Ferrol (La Graña) wherein products of any category may be stored. Correspondingly, when it is necessary for the United States Navy to either store or refuel in any Spanish petroleum products installation not listed in paragraph 1 of this Annex, a request will be made to the Joint Committee.

7. The cost of operation and maintenance of the petroleum products facilities listed in Paragraph 1 of this Annex will be borne by the United States Government or shared by both Governments, as the case may be, in accordance with paragraphs 3.3 and 3.4 of Procedural Annex I, and Article III in Section I of the Agreement in Implementation.

8. The Spanish Navy may acquire for its use petroleum products from the United States Navy at the naval facilities listed in subparagraphs 1.1, 1.2, and 1.3 of this Annex at a price and in the conditions agreed to by appropriate authorities of both Governments or by replacement in kind in accordance with United States military specifications.

9. If at any time it becomes necessary for Spanish Air Force aircraft to be refueled directly by United States Forces at any United States facility listed in paragraph 1 of this Annex, such refueling will be accomplished, subject to payment in cash or replacement in kind, in accordance with United States military regulations and specifications.

10. Upon signature by both parties, this Annex shall be applied retroactively from September 26, 1970.

Madrid, the 18th of December 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA
Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS
Major General, USAF
Chief, JUSMG-MAAG

PROCEDURAL ANNEX XIII

*RULES GOVERNING CONSTRUCTION CONTRACTS
WITH SPANISH CONTRACTORS*

1. In accordance with Article VII of the Agreement in Implementation, the United States Forces may award contracts to Spanish or United States prime contractors for the execution of construction or improvement projects in Spain. Consistent with the requirements of the contract, the services of Spanish contractors shall be used, directly or through a United States prime contractor, provided the Spanish contractor fulfills the required conditions of the contract, which shall be made public, except in special cases which shall be communicated to the Joint Committee.

2. Spanish contractors may be selected from those qualified to carry out the project either directly or by competitive bidding or through a United States prime or participating contractor.

3. When selecting a Spanish contractor, the United States Forces will give the opportunity to bid to the largest possible number of contractors, reserving the right, however, of selecting the contractor considered to be the best qualified, price and other factors considered.

4. The Spanish prime contractors or those Spanish contractors selected through a United States prime or participating contractor have to be listed in the Register of Contractors of the Spanish Treasury Ministry with the classification applicable to the type of projects to be performed, in accordance with the requirements of a similar project which might be contracted for by the Spanish government.

5. Invitations to bid, or bid specifications, should contain, in the greatest detail:

- a) The scope of construction;
- b) The quality of material to be used;
- c) The detailed plans of the project;
- d) Broad range of estimated cost;
- e) The maximum period of time or completion date for carrying out the project.

A sample of the bid specifications or bid offers will be given to the Spanish command of the installation, and another will be sent to the Joint Committee.

6. When a contract has been awarded, this fact will be communicated to the Joint Committee, together with a summary of the terms of the award.

7. When it is not feasible to carry out the project through the procedures of paragraphs 1, 2 or 3 of this Annex, the Joint Committee may, as an exception, authorize contracting with firms from third countries, in all cases reserving the right to approve the contract award made by U. S. authorities in such cases.

8. If a Spanish contractor does not fulfill the conditions of his contract, the United States Forces will inform the Joint Committee of this fact, without prejudice to civil actions which might apply.

Madrid, the 18th of December 1970

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA
Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS
Major General, USAF
Chief, JUSMG-MAAG

PROCEDURAL ANNEX XIV

INSURANCE COVERING CIVIL LIABILITIES OF EMPLOYEES OF CONTRACTORS AND SUBCONTRACTORS OF THE UNITED STATES FORCES AND OTHER CIVILIAN PERSONNEL AS PROVIDED IN ARTICLE XXIX OF THE AGREEMENT IN IMPLEMENTATION

1. This annex sets forth the requirements relating to civil liability insurance covering employees of contractors and subcontractors of the United States Forces and other civilian personnel as provided in Article XXIX of the Agreement in implementation. The acquisition of civil liability insurance by Spanish contractors and subcontractors of the United States Forces, and the conditions thereof, shall be governed by Spanish laws and regulations pertaining to civil liability insurance and shall not be within the application of this annex.

2. The insurance policies referred to in this annex shall be taken out with Spanish or United States companies legally authorized to conduct this type of business in Spain.

3. The insurance policies discussed in this annex, which may be of a general or particular character, shall conform to Spanish law and regulations.

4. Insurance policies referred to in this annex shall contain:

4.1. Provisions requiring submission to Spanish law and jurisdiction of any problem that may arise in regard to the interpretation or application of the clauses and conditions of the policy.

4.2. Provisions authorizing the insurance company, as subrogee of the insured entity, to attend to directly and to assume, with respect to any person damaged, the legal consequence arising from the occurrence of such damages.

5. Insurance policies referred to in this annex shall not contain:

5.1. Any deductible amount or similar limitation.

5.2. Any provision requiring submission to any type of arbitration.

6. Prior to the conclusion of contracts or commencement of services referred to in paragraph 7 of this annex, the Joint Committee, as expeditiously as possible, shall determine for each class of contracts or services the amount of insurance required sufficiently to cover risks deriving from civil liabilities arising in Spain as a result of personal injury or property damage caused by acts or omissions done in the performance of duty by those persons referred to in Article XXIX of the Agreement in implementation, bearing in mind the types of activities involved in each class of work or service.

7. After the determination by the Joint Committee required by paragraph 6 above has been made the following rules shall apply:

7.1. With respect to contractors and subcontractors, the military authorities of the United States shall provide in all contracts for works or services the obligation of the contractor to take out an insurance policy covering civil liabilities for damages to persons or things which may arise in Spanish territory as a result of acts or omissions done in the performance of duties by his employees. They shall also require that the same obligation be included in the contracts of subcontractors performing services for the principal contractor.

7.2. Before the start of work by the contractor or subcontractor, the military authorities of the United States shall transmit to the Joint Committee a document issued by the insurance company certifying insurance coverage of the civil liabilities

referred to in paragraph 7.1 above in an amount no less than the amount established by the Joint Committee for that class of contract.

7.3. With respect to members of the United States personnel in Spain who are not dependents and to whom the provisions of Articles XXVI and XXVII of the agreement in implementation do not apply, the military authorities of the United States shall transmit to the Joint Committee a document similar to that required by paragraph 7.2 above before such persons begin their official activities in Spain.

8. The military authorities of the United States, upon receiving notice of the occurrence of injury or damage which may result in claims under the insurance policies referred to in this annex, shall transmit to the Joint Committee a brief report of the incident containing the time, place, parties involved and the name of the applicable insurance company. To facilitate the handling of claims, the name authorities will afford a copy of the report to persons alleging injury or damage.

Madrid, the 28th of April 1971

For the Government
of Spain:

[Signed]

MANUEL DIEZ-ALEGRÍA
Lieutenant General
Chief, High General Staff

For the Government
of the United States of America:

[Signed]

SANFORD K. MOATS
Major General, USAF
Chief, JUSMG-MAAG

y Cooperación de 6 de Agosto de 1970, se iniciará en un plazo de tiempo razonable, con vistas a su pronta conclusión.

Tengo la honra de proponer a V.E. que si lo que antecede es aceptable para el Gobierno de los Estados Unidos, esta Nota y la Nota de contestación de V.E. constituyan un acuerdo entre nuestros dos Gobiernos sobre este asunto.

Aprovecho esta oportunidad, Señor Embajador, para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

GREGORIO LOPEZ BRAVO

A Su Excelencia Robert C. Hill
Embajador de los Estados Unidos de América
en España

[TRANSLATION — TRADUCTION]

THE MINISTER OF FOREIGN AFFAIRS

Madrid, 25 September, 1970

Excellency:

[See note IIa]

Accept, Excellency, etc.

GREGORIO LOPEZ BRAVO

His Excellency Robert C. Hill
Ambassador of the United States of America
in Spain

IIa

Madrid, September 25, 1970

Nº 820

Excellency:

I have the honor to refer to your note of this date, which reads in translation as follows:

“I have the honor to refer to the recent discussions between representatives of our two Governments regarding the continuation of relief from taxes and customs duties for the United States Forces in Spain pending the conclusion of appropriate fiscal agreements under the Agreement of Friendship and Cooperation of August 6, 1970.

“In this connection, I have the honor to propose to Your Excellency that during the interim period the United States Forces in Spain and their personnel continue to be accorded in Spain the same customs and taxes treatment which they have enjoyed prior to September 26, 1970.

“To this end, and in consonance with the provisions of the exchange of notes between the Minister of Foreign Affairs of Spain and the Secretary of State of the United States on August 6, 1970, in relation to the Agreement in Implementation, the fiscal provisions contained in Articles XV, XIX, XX and XXI of the Technical Agreement annexed to the Defense Agreement of September 26, 1953, and in its Procedural Agreements Number 5, 8, 9 and 12, as well as in any other fiscal provision agreed between the two Governments under the Defense Agreement of September 26, 1953, that is currently in force and from which fiscal rights or obligations of the United States Forces in Spain and their personnel derive, will continue in force. All of these fiscal provisions shall apply to the same personnel to whom they are applicable to this date, and they shall continue in force until the conclusion of the new fiscal agreements.

“Negotiation of these agreements under the Agreement of Friendship and Cooperation of August 6, 1970, will be undertaken within a reasonable period of time, with a view toward their early conclusion.

“I have the honor to propose to Your Excellency that if the foregoing is acceptable to the Government of the United States, this note and Your Excellency’s note in reply shall constitute an agreement between our two Governments on this matter.”

I wish to advise you that the Government of the United States agrees that your note, together with this reply, constitute an agreement between our two Governments regarding the continuation of relief from taxes and customs duties for the United States forces in Spain.

Accept, Excellency, the assurances of my highest consideration.

ROBERT C. HILL
Ambassador

His Excellency Gregorio Lopez Bravo
Minister of Foreign Affairs of Spain

[TRANSLATION — TRADUCTION]

THE MINISTER OF FOREIGN AFFAIRS

Madrid, 25 September 1970

Excellency:

[See note IIb]

Accept, Excellency, etc.

GREGORIO LOPEZ BRAVO

His Excellency Robert C. Hill
Ambassador of the United States of America
in Spain

IIb

Madrid, September 25, 1970

No. 821

Excellency:

I have the honor to refer to your note of this date which reads in translation as follows:

“I have the honor to refer to the recent discussions between representatives of our two Governments regarding the Tax Relief Annex attached to the Mutual Defense Assistance Agreement between our two Governments signed on September 26, 1953.¹

“The Government of Spain is desirous of negotiating an amendment to the said Tax Relief Annex. It is the understanding of my Government that the Government of the United States of America is willing to enter into such negotiations towards this end as soon as may be mutually convenient.

“It is understood that until such time as it may be amended, the tax relief authorized in Article III of the Mutual Defense Assistance Agreement of September 26, 1953, and the Technical Annex thereto, shall apply *mutatis mutandis* to the defense operations and expenditures of the United States Government in Spain in furtherance of Chapter VIII of the Agreement of Friendship and Cooperation of August 6, 1970, and agreements concluded thereunder.

¹ United Nations, *Treaty Series*, vol. 207, p. 61.

“If the foregoing is acceptable to the Government of the United States, I have the honor to propose that this note and Your Excellency’s reply note to that effect shall constitute an agreement between our two Governments on this matter.”

I wish to advise you that the Government of the United States agrees that your note, together with this reply, constitute an agreement between our two Governments relating to the Tax Relief Annex attached to the Mutual Defense Assistance Agreement signed September 26, 1953.

Accept, Excellency, the assurances of my highest consideration.

ROBERT C. HILL
Ambassador

His Excellency Gregorio Lopez Bravo
Minister of Foreign Affairs of Spain

Ic

[SPANISH TEXT — TEXTE ESPAGNOL]

EL MINISTRO DE ASUNTOS EXTERIORES

Madrid, 25 de septiembre de 1970

Excelencia :

Con referencia al Acuerdo de Desarrollo del Capítulo VIII del Convenio de Amistad y Cooperación entre España y los Estados Unidos de América, firmado el 6 de Agosto de 1970, y para el mejor cumplimiento de sus fines, tengo la honra de comunicar a V.E. el siguiente criterio de mi Gobierno :

1. El Personal Militar en servicio activo de las Fuerzas de los Estados Unidos y las personas a su cargo que les acompañen, que se encuentren temporalmente en territorio español para la realización de una visita privada, estarán plenamente sujetos al Derecho y a la Jurisdicción españoles, salvo las disposiciones expresas contenidas en este Nota.

2. Serán de aplicación al Personal Militar objeto de la presente Nota las disposiciones del Apartado 3 del Artículo XIII del Acuerdo de Desarrollo, si bien, la orden de destino militar a que se refiere dicho Artículo vendrá sustituida por un documento oficial expedido por las Autoridades Militares de los Estados Unidos en el que constará una certificación en lengua española acreditando que el viaje a España ha sido autorizado por el Jefe de la Unidad a que pertenece el titular. Las personas a cargo que acompañen al Personal Militar objeto de la presente Nota estarán sometidas al sistema ordinario de pasaportes en vigor en la Legislación española, si bien, quedarán exentas de las disposiciones de dicha Legislación en materia de visados y registro de extranjeros.

[TRANSLATION — TRADUCTION]

THE MINISTER OF FOREIGN AFFAIRS

Madrid, 25 September 1970

Excellency:

[See note IIc]

Accept, Sir, etc.

GREGORIO LOPEZ BRAVO

His Excellency Robert C. Hill
Ambassador of the United States of America
in Spain

IIc

Madrid, September 25, 1970

No. 822

Excellency:

I have the honor to refer to your note of this date, which reads in translation as follows:

“With reference to the Agreement in Implementation of Chapter VIII of the Agreement of Friendship and Cooperation between Spain and the United States of America signed on August 6, 1970, and for due compliance with its purposes, I have the honor to communicate to Your Excellency the following understanding of my Government:

1. Active duty military personnel of the armed forces of the United States, and their dependents who accompany them, who are temporarily in Spanish territory on a private visit, shall be fully subject to Spanish law and jurisdiction except as otherwise expressly provided in this note.

2. The provisions of paragraph 3 of Article XIII of the Agreement in implementation shall be applicable to the military personnel covered by this note, except that the military orders to which the said Article refers shall be replaced by an official document issued by the military authorities of the United States containing a certification in the Spanish language that the trip to Spain has been authorized by the commander of the unit to which the bearer belongs. The dependents who accompany the military personnel covered by this note shall be subject to the ordinary system of passports in force under Spanish law, although they shall be exempt from the provisions of that legislation referring to visas and alien registration.

3. The persons referred to in paragraph 1 of this note may use the

services of the United States Forces in Spain referred to in Articles XI and XII of the Agreement in Implementation.

4. (a) The Spanish authorities shall immediately notify the military authorities of the United States of the arrest in Spain of any of the persons referred to in paragraph 1 of this note.

(b) In order that the military authorities of the United States may maintain the good order and discipline of the persons referred to in paragraph 1 of this note, the Government of Spain shall refuse them entry into Spanish territory unless they are in possession of the authorization mentioned in paragraph 2 of this note. With the assistance of the military authorities of the United States, the Government of Spain, within its legal authority, shall proceed to expel from Spanish territory the military personnel covered by this note whose authorization to be in Spain has been withdrawn by the military authorities of the United States, or who are otherwise accused of an offense solely against the military law of the United States, except in cases where a person has been charged by the Spanish authorities, in which case the person's expulsion shall be deferred until the charges are resolved.

(c) Likewise, Spain authorizes the military authorities of the United States to exercise jurisdiction over the military personnel covered by this note with respect to offenses committed in Spanish territory solely against the persons or property of United States personnel in Spain, as defined in the Agreement in Implementation, or solely against the public property of the United States in Spain, used in connection with Chapter VIII of the Agreement of Friendship and Cooperation.

(d) The trial safeguards common to the law of Spain and the law of the United States, which are numbered 1 to 16 are listed in Article XXIII of the Agreement in Implementation as being among those recognized for the case of a member of the United States personnel in Spain, as defined in the said Agreement, shall be applicable to the persons covered by paragraph 1 of this note who are prosecuted under the jurisdiction of Spain.

5. Notwithstanding the provisions of paragraph 4 of this note, and on a reciprocal basis, the authorities of Spain and the military authorities of the United States may request from and grant to each other, through the appropriate authorities, the right to exercise jurisdiction in any exceptional case involving a member of the military personnel covered by this note, in accordance with the following rules:

a. (1) At the request of the military authorities of the United States with respect to offenses not referred to in paragraph 4. (c) of this note and over which the United States is especially interested in exercising jurisdiction;

(2) At the request of the authorities of Spain, with respect to offenses referred to in paragraph 4. (c) of this note and over which Spain is especially interested in exercising jurisdiction.

b. The requests referred to in this paragraph shall be submitted in writing within no more than fifteen days from the time of notification to requesting authorities of the arrest of a member of the military personnel covered by this note. Such requests shall be acted upon within no more than thirty days from the date submitted; if no decision is made within that period, the request shall be considered to have been denied.

6. The military authorities of the United States will, at their request, maintain custody of a member of the military personnel covered by this note over whom Spanish jurisdiction is to be exercised as a result of the application of the provisions of paragraphs 5(a)(2) of this note. As to other members of the military personnel covered by this note over whom Spanish jurisdiction is to be exercised, the United States military authorities may, in cases of special interest, submit requests for custody to the competent Spanish authorities for their consideration. Any custody by the United States military authorities pursuant to this paragraph shall be governed by the provisions of paragraph 3 of Article XVIII of the Agreement in Implementation.

If your Government concurs in the foregoing, I have the honor to propose that this note and Your Excellency's reply note to that effect shall constitute an agreement between our two Governments on this matter."

I wish to advise you that the Government of the United States agrees that your note, together with this reply, constitute an agreement between our two Governments regarding active duty military personnel of the armed forces of the United States, and their dependents who accompany them, who are temporarily in Spanish Territory on a private visit.

Accept, Excellency, the assurances of my highest considerations.

ROBERT C. HILL
Ambassador

His Excellency Gregorio Lopez Bravo
Minister of Foreign Affairs of Spain

Id

Madrid, September 25, 1970

No. 823

Excellency:

With reference to the Agreement of Friendship and Cooperation between Spain and the United States signed on August 6, 1970, and to the discussions held between representatives of our two Governments regarding the status of members of the armed forces of Spain who, accompanied by their depend-

ents, are posted to the United States for official purposes in connection with the cooperation for defense provided for in Chapter VIII of the aforesaid Agreement, I have the honor to communicate to Your Excellency the following understanding of my Government.

1. Members of the armed forces of Spain, and their dependents, who are residing in the immediate vicinity of Washington, D.C., and are assigned to the Embassy of Spain in Washington for the aforesaid purposes shall, at the request of the Spanish Government, be recognized by the Government of the United States as Spanish diplomatic personnel, and shall enjoy all the privileges and immunities recognized for the diplomatic personnel of the Embassy of Spain of similar rank.

2. In those cases where the recognition of diplomatic status for the persons referred to in paragraph 1 of this note is not requested by the Spanish Government as well as in other cases where members of the armed forces of Spain are posted to the United States for the aforesaid purposes, the appropriate authorities of the United States shall, at the request of the Spanish Government, and to the extent permitted by the United States law, give every consideration in individual cases to requests by the Government of Spain for the waiver of United States jurisdiction, and, in this connection, shall, as appropriate, request such waiver by the competent Federal, State, or local authorities in the United States to the Spanish military authorities of jurisdiction with respect to offenses which are committed by members of the armed forces of Spain within United States territory and punishable under the law of Spain. When such a waiver of jurisdiction is granted, the appropriate Spanish military authorities shall cause such individual to be removed from United States territory. Any trial or imposition of punishment by Spanish authorities will take place outside United States territory.

3. To the extent permitted by United States law and regulations, the Government of the United States shall grant to the personnel referred to in this note the privileges recognized in United States territory for members of the armed forces of other countries with respect to the use of commissaries, medical facilities, recreational organizations, and other similar activities of the armed forces of the United States.

If your Government concurs in the foregoing, I have the honor to propose that this note and Your Excellency's reply note to that effect shall constitute an agreement between our two Governments on this matter.

Accept, Excellency, the assurances of my highest consideration.

ROBERT C. HILL
Ambassador

His Excellency Gregorio Lopez Bravo
Minister of Foreign Affairs of Spain

[TRANSLATION ¹ — TRADUCTION ²]

Madrid, September 25, 1970

THE MINISTER OF FOREIGN AFFAIRS

Excellency:

I have the honor to refer to Your excellency's note of this date, the text of which, translated into Spanish, reads as follows:

[See note *Id*]

I wish to inform Your Excellency that the Government of Spain, signifies its agreement that Your Excellency's note and this reply shall constitute an agreement between our two Governments regarding the status of members of the armed forces of Spain who, accompanied by their dependents, are posted to the United States for official purposes in connection with the cooperation for defense provided for in Chapter VIII of the Agreement of Friendship and Cooperation between our two countries.

I avail myself of this opportunity, Mr. Ambassador, to renew to Your Excellency the assurances of my highest consideration.

GREGORIO LOPEZ BRAVO

His Excellency Robert C. Hill
Ambassador of the United States of America
to Spain

¹ Translation supplied by the Government of the United States of America.

² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.