

No. 15153

**SPAIN
and
UNITED STATES OF AMERICA**

Agreement in implementation of the Treaty of friendship and cooperation of 24 January 1976 (with procedural annexes I through X and XIII through XVI and exchange of notes). Signed at Madrid on 31 January 1976

Authentic texts: Spanish and English.

Registered by Spain on 3 December 1976.

**ESPAGNE
et
ÉTATS-UNIS D'AMÉRIQUE**

Accord relatif à la mise en œuvre du Traité d'amitié et de coopération du 24 janvier 1976 (avec annexes de procédure I à X et XIII à XVI et échange de notes). Signé à Madrid le 31 janvier 1976

Textes authentiques : espagnol et anglais.

Enregistré par l'Espagne le 3 décembre 1976.

AGREEMENT¹ IN IMPLEMENTATION OF THE TREATY OF FRIENDSHIP AND COOPERATION BETWEEN SPAIN AND THE UNITED STATES OF AMERICA OF JANUARY 24, 1976²

PREAMBLE

For the purpose of implementing Article V of the Treaty of Friendship and Cooperation between Spain and the United States of America, dated January 24, 1976,² and its Supplementary Agreements, the Governments of Spain and the United States of America have agreed as follows:

DEFINITIONS

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

1. "Facilities". This term means lands and constructions within Spanish military installations, which are the property of the Spanish Government.
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 the Treaty and within the force levels established by agreement with the Spanish Government.
 - (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 States Forces, whether paid from appropriated or non-appropriated funds.
 - (3) "Other Civilian Personnel". This term means employees of a non-Spanish and non-commercial organization hereinafter listed, or hereafter agreed upon by the Joint Committee for Politico-Military Administrative Affairs, 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 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

¹ Came into force on 21 September 1976, the date of entry into force of the Treaty of friendship and cooperation of 24 January 1976, in accordance with paragraph 3 of the final article.

² See p. 116 of this volume.

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 the Treaty 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 the Treaty, for authorized military purposes.

SECTION I. ADMINISTRATIVE AND MILITARY MATTERS

Article I. 1. In conformity with the provisions of the Treaty, 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 contract or service contract with private persons in Spain must be authorized by the Joint Committee for Politico-Military Administrative Affairs. The premises covered by these leases or contracts shall not be considered as military installations or facilities for the purpose of this section.

3. The United States Forces will not introduce or store on Spanish soil any toxic chemical munitions, asphyxiant or toxic chemical agents of warfare, biological means of warfare, toxic weapons or toxic agent of either biological or chemical origin, or nuclear weapons or their nuclear components.

Article II. 1. The United States-Spanish Council will review and agree upon proposals made by the United States Forces for major works and constructions, substantial installations of new equipment, significant changes in the manner or degree of facilities usage, or changes in the purpose for which a facility is used if that change of purpose is considered by Spanish military authorities to be detrimental to their activities.

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 the Treaty shall be shared by the two Governments in an equitable manner as mutually agreed.

Article IV. The Spanish Government assumes the obligation of adopting security measures to ensure the exercise of the functions referred to in the Treaty, 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 for Politico-Military Administrative Affairs.

Article V. At each Spanish military installation in which the United States Forces are granted facilities, the Joint Committee for Politico-Military Administrative Affairs shall, within a period of three months, prepare guidelines which shall subsequently be implemented by the Spanish base commanders in conjunction with the commanders of United States Forces stationed there in order to coordinate services, maintenance, administration, traffic, and similar matters of mutual interest.

Article VI. 1. When the Government of the United States plans the substantial removal of its equipment in a Spanish military installation, or suspension of the use for which a facility had been authorized, it will so communicate through the Joint Military Committee in which consultation may be held at the request of either of the two countries. Should the Joint Military Committee determine that such removal or suspension would bring about adverse security consequences and is unable to resolve the matter, the two Governments will consult immediately with respect to appropriate measures to be adopted.

2. If the military authorities of the United States decide, before or at the expiration of the Treaty, to offer for disposal any equipment, material, or supplies of the United States Forces in Spanish territory and which have been determined to be excess by United States authorities, the Spanish authorities shall be recognized as having a right of first purchase for such property prior to any other offer for disposal. Any transfer under this paragraph will be handled in accordance with procedures established by the Joint Committee for Politico-Military Administrative Affairs.

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 Treaty. If the United States authorities agree to a proposed transfer, it will be handled in accordance with procedures established by the Joint Committee for Politico-Military Administrative Affairs.

4. The United States Forces may remove from any facility used by them all their property, equipment and material, including readily demountable structures and other removable property. However, installations for production or distribution of water, electricity and gas, central heating and air conditioning systems, and other similar fixtures, forming a permanent and integral part of real property, may not be removed. If a removal is in connection with the

relinquishment of 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 avoiding damage to the permanent constructions.

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 the Treaty.

6. Unless otherwise agreed by the appropriate authorities of the two Governments, a facility used by the United States Forces shall be returned to the Government of Spain whenever it is no longer needed for any of the purposes for which facilities were specifically made available in or connected with that Spanish military installation by the Spanish authorities. The United States Forces will keep their needs for facilities under continual observation with a view toward such return. A facility returned to the Spanish Government shall not be used for purposes that could interfere with other facilities or activities of the United States Forces.

Article VII. 1. For the exercise of the functions authorized in the Treaty, 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 for Politico-Military Administrative Affairs 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 material, labor, and equipment will be used whenever feasible, 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, solely in performance of the functions authorized in the Treaty, may enter and leave Spain, at the Spanish military installations at which facilities have been made available to the United States Forces by the Treaty or at other locations as provided in the Procedural Annexes. In the same manner and in accordance with the aforementioned 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 the Treaty. 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 for Politico-Military Administrative Affairs. Further, the Joint Committee for Politico-Military Administrative Affairs 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 Treaty, 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 for Politico-Military Administrative Affairs, 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 for Politico-Military Administrative Affairs 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 for Politico-Military Administrative Affairs.

Article IX. For the exercise of the functions authorized in the Treaty, the United States Forces within the level of forces agreed upon by both Governments and other military units whose presence in Spain has been specially authorized 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. The Spanish Command at the installation and United States military commanders shall take special care to prevent any kind of contamination of the environment and of nearby waters.

3. When necessary, the military commanders shall take appropriate steps, in agreement with their respective sanitation and other services, to preserve and purify the environment and nearby waters. United States military commanders shall be informed through the Joint Committee for Politico-Military Administrative Affairs of applicable Spanish law and measures regarding the protection of the environment.

Article XI. 1. 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.

2. This mail may be transported within Spanish territory in sealed sacks, provided that they conform to the identification rules approved by the Joint Committee for Politico-Military Administrative Affairs.

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 the Treaty, 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, as well as 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 for Politico-Military Administrative Affairs quarterly:

- a. a statement of the number of military and civilian personnel of the United States Forces stationed in Spain;
- b. a list of the names of nationals of third countries who are employed in Spain by the United States Forces, whether paid from appropriated or non-appropriated funds; and
- c. a list of the names of nationals of third countries who are employed in Spain by the non-Spanish and non-commercial organizations referred to in paragraph 2.a.(3) of the Definitions of this Agreement.

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 for Politico-Military Administrative Affairs, 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 obstructions and delays in the movements of personnel decided upon by the military authorities of the United States.

3. Military members of the United States Personnel in Spain may enter Spanish territory by showing their military identification 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 for Politico-Military Administrative Affairs.

4. The ordinary system of passports in force in Spanish law will apply to civilian members of the United States Personnel in Spain; however, such persons shall not be required to obtain visas or register as 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 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 for Politico-Military Administrative Affairs, 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 Treaty 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 provisions, 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.

4. For the appropriate protection of military discipline, whenever a member of the United States Personnel in Spain is prosecuted in Spanish courts, only the courts of ordinary jurisdiction will have competence to try him.

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 for Politico-Military Administrative Affairs, provided a request for review is received by the 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 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 Committee for review. The Committee will complete its review expeditiously and in any event within thirty days from the receipt of the request for review.

Article XVII. If the Government having the primary right to exercise jurisdiction under paragraph 3 of Article XV of this Agreement decides not to exercise jurisdiction, it will notify the authorities of the other Government as soon as possible. The authorities of the Government having the primary right shall give sympathetic consideration to a request from the authorities of the other Government for a waiver of its right.

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, at which time the member will be delivered to Spanish authorities at their request for execution of the sentence. Nevertheless, at the conclusion of a trial at which the sentence of the court includes confinement for more than one year, the member shall, if ordered by the judge of the court, be delivered to the Spanish authorities for execution of the sentence even if the verdict of the trial is being appealed. During periods 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.

4. In criminal proceedings in Spanish courts against a member of the United States Personnel in Spain who is legally subject to detention by the military authorities of the United States, the following rules will be followed:

- a. If the court grants provisional liberty without bail for said member, the guarantees of paragraph 3 of this Article will satisfy the *apud acta* obligation of periodic reporting called for in Spanish laws.
- b. If the court decrees provisional confinement without bail or the bail decreed has not been provided, the grant of custody of the member to United States military authorities will imply, in principle, the retention of the member in a military installation in which facilities have been granted to the United States,

with restriction of movement and effective vigilance. In such case, if, because of the requirements of United States military law, the nature of the restraint initially imposed or thereafter adopted is other than that decreed by the court, United States military authorities will notify Spanish authorities of the nature of the restraint imposed, without prejudice to the guarantees provided in paragraph 3 of this Article being complied with diligently, and in such cases the decision will rest with the court as to the extent to which such alternate restraint may be credited against any sentence to confinement eventually adjudged.

- c. If the court accepts bail from said member, such bail will be considered to replace the guarantees provided in paragraph 3 of this Article.

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 for Politico-Military Administrative Affairs. 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. Whenever a member of the United States Personnel in Spain is arrested, detained, or otherwise prosecuted by Spanish authorities, in criminal or quasi-criminal (cases of contraband) proceedings, he will be appropriately advised, through an interpreter if required, of the specific charges against him, and of his legal rights. The military authorities of the United States will be advised immediately of his arrest, detention, or prosecution, and he will then be permitted to communicate with a representative of the United States Government, who may be present throughout the investigative and judicial phases of the entire proceedings even in the event such proceedings are held behind closed doors for reasons of public order or morality.

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 XXXIII 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 if 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" 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 for Politico-Military Administrative Affairs.

Article XXVII. Claims, other than contractual claims, for injury or damage in Spain to Spanish persons or property 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 not otherwise satisfied by the United States, 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. A determination of the amount of compensation made by the appropriate Spanish authorities under the provisions of paragraph 2 of this Article, whether decided administratively or determined by court decisions, 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 for Politico-Military Administrative Affairs of the determination in a detailed report giving background data, the 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. The amount of compensation determined 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 3 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 for Politico-Military Administrative Affairs, 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 determined 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 payment. Such payment shall be made in Spanish currency within the shortest possible time, but not more than 60 days from the receipt of such request for payment.

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 Joint Committee for Politico-Military Administrative Affairs;
- (2) after having obtained precise information, the Committee will issue a detailed report on the claim submitted and the damages sought;

- (3) within 60 days of receipt by the Committee, the claim, with the report of the Committee, will be transmitted to the Foreign Claims Commission for decision;
- (4) in making the final decision, the Foreign Claims Commission shall take into account the recommendations of the Joint Committee for Politico-Military Administrative Affairs.

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, if applicable, or according to the provisions of paragraph 1.b. of this Article.

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.

SECTION III. LABOR MATTERS

Article XXXIII. 1. The term "local labor personnel" used in this Agreement 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.

2. The United States Forces shall prepare and provide the Spanish Military Administration with a listing by categories of all civilian positions utilized at each installation on the date of entry into force of this Agreement. This listing will indicate the percentages of local labor personnel among assigned civilian positions at the installation in both appropriated and non-appropriated fund activities. The percentage in effect on that date will constitute the approximate percentage to be maintained unless changed by agreement in the Joint Committee for Politico-Military Administrative Affairs. Summer youth employment programs shall not be included in calculating the ratio of assigned personnel, provided that such programs do not alter the employment conditions of local labor personnel.

Article XXXIV. 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. 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, consistent with the provisions of this Section.

3. Each military installation utilizing local labor personnel will have a personnel list reflecting the needs and data referred to in paragraph 1 of Article XXXVI of this Agreement. This list will include administrative personnel whose services are used by the United States Forces to carry out the responsibilities of said forces under this Section. The United States Forces will provide the Spanish Military Administration with a listing by categories of positions utilized at each installation on the date of entry into force of this Agreement.

Article XXXV. 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 for Politico-Military Administrative Affairs 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, terminations 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 XXXVI. 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 personnel lists and qualification requirements of positions to be filled by local labor personnel, establish the levels of compensation, including bonuses and fringe benefits, as well as transmit such determinations to the Spanish Military Administration. The level of compensation for a position shall not be less than as established for each position by the Spanish Regulations;
2. determine the selection for appointment as local labor personnel, on a temporary or indefinite basis, as defined by the Spanish Regulations, 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 service 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 by 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 developing of local labor personnel;
9. prepare local labor personnel payrolls and submit them in due time to the Spanish Military Administration;
10. make available to the Spanish Military Administration the necessary funds to meet payments to the local labor personnel of the remuneration referred to in Article XXXV, paragraph 5, and the legally recognized compensation, as well as the administrative expenses incurred as agreed by the Joint Committee for Politico-Military Administrative Affairs.

Article XXXVII. 1. When it is necessary to reduce the number of local labor personnel, the United States Forces shall notify the Spanish Military Administration not less than 15 calendar days prior to the issuance of notices to employees affected by the reduction, unless the reduction is necessitated by actions of the Government of Spain. When circumstances permit, longer advance notice will be given to the Spanish Military Administration in order to facilitate planning to assist employees in finding other employment. Such notification shall include the reason for the reduction in force and a projection as to how it will affect the percentage of employees at the installations. The Spanish Military Administration and the United States Forces shall at the request of either side consult with respect to the proposed reduction in force. Each reduction-in-force notice given to local labor personnel shall specify an employment termination

date at least 30 calendar days, exclusive of the date of receipt, from the date of delivery of the notice.

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 Treaty.

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 April 1, 1973, for which no previous severance pay has been granted, and service rendered as local labor personnel shall be credited. This provision shall not include service rendered prior to September 26, 1970, by workers who, although having been employed by the United States Forces during the period of such service, were not so employed on September 25, 1970.

Article XXXVIII. 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 concessionaires 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 employees of United States contractors and 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 XXXIX. In regard to the labor relationship covered by this Section, the Joint Committee for Politico-Military Administrative Affairs 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 for both Governments 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.

SECTION IV. CUSTOMS AND FISCAL MATTERS

Article XL. 1. The importation of materiel, equipment, supplies, provisions and other property into Spain by the United States Forces for official purposes in the exercise of the functions authorized in Supplementary Agreement Number Six shall be exempt from all Spanish taxes, duties and charges. Similarly, the acquisition of such property within Spain by the United States Forces for the same purposes shall be exempt from all Spanish taxes, duties and charges. The exemptions provided in this paragraph also extend to any tax, duty or charge which would otherwise be assessed upon such property after its importation or acquisition by the United States Forces.

2. The exportation from Spain by the United States Forces of the materiel, equipment, supplies, provisions and other property referred to in paragraph 1 of this Article shall be exempt from all Spanish taxes, duties and charges.

3. The exemptions provided in paragraphs 1 and 2 of this Article shall also apply to materiel, equipment, supplies, provisions and other property required by a contractor of the Government of the United States for the execution of contracts for the United States Forces. However, contractors who are resident in Spain may not import passenger vehicles duty free under this Article.

These exemptions shall also apply to projects funded jointly by Spain and the United States or for which the United States contributes funds for the purposes of the Treaty.

The exemptions provided by this paragraph shall apply for the duration of such contracts, and to subsequent exportation from Spain.

Article XLI. 1. Property imported into Spain duty free by contractors of the United States may not, while in Spain, be transferred, sold, donated, ceded, leased, or mortgaged to persons or entities in Spain other than the United States Forces, nor may such property be used for purposes other than in the exercise of the functions authorized in Supplementary Agreement Number Six, unless such transaction or use is agreed upon by the appropriate Spanish authorities. A contractor of the United States may, however, make available to his subcontractor, on a temporary basis, property imported into Spain duty free, for the sole purpose of execution of contracts for the United States Forces.

2. The United States military authorities will include in each contract which requires the importation of contractor-owned materiel or equipment a clause providing for the establishment of a fund should such materiel or equipment not be properly accounted for, exported, or disposed of in accordance with Spanish law. This fund will be provided by withholding a portion of contract payments, by requiring the contractor to furnish a Spanish bank guaranty, or

by other appropriate means. The size of the fund will be specified in each such contract and will be sufficiently large to cover any probable liability or payment to the Spanish Ministry of Finance on the part of contractors, up to 5% of the total value of the contract. This fund will not be released to the contractor without the approval of the Director General of Customs.

Article XLII. 1. Personal effects, household goods and furniture intended for the exclusive use of members of the United States Forces may be imported into and retained in Spain free of all duties and other import charges during the entire period of duty of such members in Spain, and such property shall, without prejudice to the exemptions provided by this Article be considered as temporarily imported property for Spanish tax and customs purposes. Each member of the United States Forces may own and maintain, at any one time, a single motor vehicle imported under this exemption.

2. The property referred to in paragraph 1 of this Article may not be transferred or in any other way ceded or rented to persons in Spain not entitled to import such property duty free, unless such transfer or use is agreed upon by the appropriate Spanish authorities.

3. The exportation of property referred to in paragraph 1 of this Article or acquired in Spain for the owner's personal use shall be free of all duties and other charges.

Article XLIII. 1. Periods during which persons are in Spanish territory solely by reason of being United States Personnel in Spain shall not be considered as periods of legal residence or domicile in Spain for the purpose of taxation under Spanish legislation.

2. United States Personnel in Spain shall not be liable to pay any tax to the Spanish State, autonomous agencies, or Spanish local entities, on income received as a result of their service with or employment by the United States Forces, including the organizations referred to in Article XLIV of this Agreement, nor on income derived from sources located outside of Spain. None of the provisions of this paragraph shall prevent United States Personnel in Spain from paying taxes on profits derived from any enterprise in Spain, except the above-mentioned service or employment, during their stay in Spain.

3. The acquisition of goods and services in the Spanish market by United States Personnel in Spain for personal purposes shall be subject to applicable Spanish taxes. United States Personnel in Spain, however, shall not be liable to pay any tax to the Spanish State, autonomous agencies, or Spanish local entities, on the ownership, possession, use, transfer to other members of the United States Personnel in Spain, or transfer by death of their movable property imported into Spain or acquired there for their personal use.

4. In addition to an automobile imported under Article XLII of this Agreement, each member of the United States Forces shall be entitled to own and maintain, at any one time, one automobile of Spanish manufacture purchased in Spain in accordance with special arrangements, and free of the Spanish luxury tax.

Article XLIV. 1. Military service exchanges, commissaries, mess halls, social centers and recreational service areas established by the United States Forces for the use of United States Personnel in Spain shall be exempt from

Spanish taxes or charges of any kind. The importation, exportation, purchase, or sale to United States Personnel in Spain of goods and other property by or on behalf of these organizations shall be exempt from Spanish taxes, duties and other charges.

2. The Joint Committee for Politico-Military Administrative Affairs shall adopt appropriate measures to prevent the sale of goods and property imported or acquired in Spain by the organizations referred to in paragraph 1 of this Article to persons who are not authorized to patronize such organizations. The importation of alcoholic beverages and tobacco by these organizations will be subject to quotas established by the aforesaid Joint Committee after consultation with Spanish customs authorities.

3. The importation by the aforementioned organizations of items of significant value, such as major electrical appliances, phonographs, radios, television sets, cameras and photographic projectors, will, without prejudice to the exemptions provided by this Agreement, be considered as temporarily imported property for Spanish tax and customs purposes. The sale, exportation or other legal manner of disposition of such items will be strictly regulated by the United States Forces, and sales by the aforementioned organizations will be subject to quotas established by the aforesaid Joint Committee after consultation with Spanish customs authorities. United States military authorities shall make available to Spanish customs authorities records of sales of these items by such organizations, and shall cooperate fully by joining with Spanish customs authorities in inspections of the organizations and in the investigation of abuses of customs matters. In cases of improper disposition of such items, United States military authorities shall render all assistance within their power to Spanish customs authorities in the collection of any resulting duties and penalties.

Article XLV. Property imported or exported pursuant to the provisions of Articles XL, XLII or XLIV of this Agreement will be subject to customs formalities in the manner agreed to by the appropriate authorities of the two Governments, through the Joint Committee for Politico-Military Administrative Affairs.

Article XLVI. 1. Persons who are nationals of or ordinarily resident in the United States and who are not residents of Spain, and whose presence in Spain is solely for the purpose of executing contracts with the United States for the benefit of the United States Forces or the Spanish Armed Forces in the exercise of the functions authorized in Supplementary Agreement Number Six shall be designated to the Joint Committee for Politico-Military Administrative Affairs by the military authorities of the United States.

2. Persons designated by the military authorities of the United States as provided in paragraph 1 of this Article shall be accorded the same treatment as members of the United States Forces under the following provisions of this Agreement:

- a. if authorized by the authorities of the United States, the use of the postal facilities referred to in Article XI and the organizations referred to in Articles XII and XLIV; and
- b. the exemptions from duties and taxes contained in Article XLII and paragraphs 1 and 3 of Article XLIII.

3. Persons designated by the military authorities of the United States as provided in paragraph 1 of this Article shall be exempt from the laws and regulations of Spain with respect to the terms and conditions of their employment and licensing and registration of businesses and corporations.

4. The designation referred to in paragraph 1 of this Article shall be withdrawn by the military authorities of the United States when such persons are:

- a. no longer or not exclusively executing contracts with the United States for the United States Forces or the Spanish Forces, or
- b. engaged in practices illegal in Spain.

Article XLVII. The two Governments shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the provisions of this Section.

FINAL ARTICLE

1. Each Government will adopt such measures as are necessary for the implementation of the provisions of this Agreement.

2. Any procedural annex concluded by the two Governments with respect to this Agreement shall form an integral and binding part hereof.

3. This Agreement will enter into force contemporaneously with the Treaty of Friendship and Cooperation of January 24, 1976, and remain in force with it and thereafter in accordance with Article VIII of the Treaty of Friendship and Cooperation.

DONE in Madrid, this 31st day of January, 1976, in duplicate, in the English and Spanish languages, both texts being equally authentic.

For the Government of Spain:

[Signed — Signé]¹

For the Government of the United States of America:

[Signed — Signé]²

PROCEDURAL ANNEX I

COMMAND, SECURITY AND ADMINISTRATION OF SPANISH MILITARY INSTALLATIONS

1. *Command*

1.1. Only the Spanish flag and the insignia of the Spanish Commands will be flown. Ships, aircraft and vehicles of the United States Forces may use flags and insignia of command as prescribed by regulation.

1.2. The installation will be under Spanish command. However, commanders of the United States Forces shall exercise authority and control over United States personnel, equipment, and materiel. The Commander of the installation shall have access to all facilities located at the installation except for cryptographic areas and classified equipment, and shall be informed, at his request, of the stocks of arms, equipment, and

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

² Signed by Wells Stabler — Signé par Wells Stabler.

materiel situated within the installation. This measure shall not apply to ships and aircraft that may be at the installation.

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 for Politico-Military Administrative Affairs.

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 measures 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 may station military air, naval, or marine personnel at access control points in order to assist the Spanish guards in identifying United States personnel.

2.3. 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 for Politico-Military Administrative Affairs will develop procedures for the admission and visit to the installations by dignitaries who have no authority over forces stationed in Spain.

2.4. When, in the judgment of both commanders, circumstances require reinforcement of external security measures, the commander of the United States Forces may, if requested by the installation commander, permit the use by the Spanish Forces of available vehicles and equipment during such period of time as the two commanders mutually deem necessary.

3. *Administration*

3.1. In accordance with Article V of Section I of the Agreement in Implementation, the Spanish Commander and the Commander of the United States Forces will establish mutually acceptable rules of procedure for the installation which will take into account the requirements of both Forces. A copy of these rules will be submitted to the Joint Committee for Politico-Military Administrative Affairs for coordination and review.

3.2. The costs of operation and maintenance of facilities used exclusively by United States Forces will be borne by the United States Forces.

3.3. The costs of operation and maintenance of facilities used exclusively by Spanish Forces will be borne by the Spanish Forces.

3.4. With respect to facilities used both by United States and Spanish Forces, each party will bear its own costs of operation and maintenance and neither party will seek reimbursement from the other party for operation and maintenance costs, including utilities, arising from the normal use of such facilities, unless otherwise agreed.

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 Commander and commanders of United States Forces, they may be repeated in English with the same validity and significance.

Madrid, the 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]¹

For the Government
of the United States of America:

[Signed — Signé]²

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 commander of the installation, 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 Military 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 Military 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 commander of the installation.

Madrid, the 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]¹

For the Government
of the United States of America:

[Signed — Signé]²

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 this military identification card will be furnished to the appropriate Spanish authorities through the Joint Committee for Politico-Military Administrative Affairs.

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

² Signed by Wells Stabler — Signé par Wells Stabler.

2. Civilian members of the United States Personnel in Spain shall be required to have a passport for entering and departing Spain. Such persons will be exempt from 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 for Politico-Military Administrative Affairs, 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 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 for Politico-Military Administrative Affairs.

Madrid, the 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]¹

For the Government
of the United States of America:

[Signed — Signé]²

PROCEDURAL ANNEX IV

DRIVERS' 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 for Politico-Military Administrative Affairs 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.

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

² Signed by Wells Stabler — Signé par Wells Stabler.

4. Spanish drivers' 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 for Politico-Military Administrative Affairs. The Spanish drivers' licenses referred to in this Annex shall be subject to such temporary or permanent withdrawal measures as may be decided by Spanish Government or judicial authorities in accordance with current laws, as a consequence of traffic violations committed by the licensees.

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 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]²

For the Government
of the United States of America:

[Signed — Signé]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 sent to the customs authorities of the port of entry which 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

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

² Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez Rodas.

³ Signed by Wells Stabler — Signé par Wells Stabler.

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 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]¹

For the Government
of the United States of America:

[Signed — Signé]²

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 United States–Spanish Council. At the request of hospitalized personnel, and in agreement with the Administration of the facility, Spanish medical personnel may practice their profession in the hospitals and health facilities indicated above.

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 for Politico-Military Administrative Affairs shall determine categories of persons eligible for medical care from United States military medical facilities in Spain. In case of emergency, medical 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 facilities 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 facility 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

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

² Signed by Wells Stabler — Signé par Wells Stabler.

personnel referred to in this Annex shall be certified and registered according 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. The United States military authorities shall take special care to prevent the spread of contagious diseases in Spain. Patients suffering from contagious or infectious diseases shall be treated, isolated, or transported out of Spanish territory, in accordance with the provisions and regulations of Spain and the United States. The military commands of the United States Forces shall be informed, through the Joint Committee for Politico-Military Administrative Affairs, of the health provisions issued by the Spanish authorities and generally applicable throughout the national territory in order that appropriate measures may be adopted to satisfy the said provisions.

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 facility of the United States, the remains of such persons will be delivered as soon as possible to the custody of the 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 facilities and services of the United States Forces may be utilized as much as practicable to meet Spanish needs. Under the same circumstances, Spanish facilities 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 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]¹

For the Government
of the United States of America:

[Signed — Signé]²

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 Treaty of Friendship and Cooperation. Hereafter, these aircraft shall be generally referred to as "aircraft of the United States Forces."

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

² Signed by Wells Stabler — Signé par Wells Stabler.

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 Treaty 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 Treaty, except in accordance with provisions and control measures agreed upon by the Joint Committee for Politico-Military Administrative Affairs and subject to veto in each case by the Government of Spain. Neither may aircraft of the United States Forces with crew members who are members of the armed forces of third countries use Spanish air bases or airports without the prior authorization of the appropriate Spanish authorities.

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 Treaty.

2.2. If aircraft of the United States Forces should need to use an air base not included in the Treaty or the civilian airport of Barcelona or Palma de Mallorca, the necessary authorization must be requested at least 48 hours in advance. Authorized aircraft will be furnished necessary logistical and technical assistance depending on the service 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, except Barcelona and Palma de Mallorca, the authorities of the United States shall submit to the Spanish air authorities a request to that effect, giving reason, at least 72 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 U.S. 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 24 hours in advance of formation flights of more than eight aircraft entering or departing from Spanish territory. With the same advance notice, they will report any air movements which may create a substantial increase in the usual air activity. Flights which may pose a special risk to the civilian population will not be conducted without express authorization of the Ministry of Air.

3.5. Flights in and out of the air bases 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.

3.6. The United States Forces shall not establish air traffic control systems in Spain without the prior approval of the Spanish air authorities.

4. *Air Space for Training*

4.1. The Spanish Ministry of Air will make available through the Joint Committee for Politico-Military Administrative Affairs to the United States Forces, within the level of forces agreed upon by the Treaty, and to those other military units whose presence in Spain has been authorized by the Joint Military Committee, such air space, 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 will be conducted in conformity with Spanish national flight regulations.

5. *Bombing and Gunnery Ranges*

5.1. The United States Forces within the level of forces agreed upon and based in Spain, including those United States Forces temporarily stationed in Spain and air units of the Sixth Fleet, are authorized to use for their bombing and gunnery training (air-to-air and air-to-ground) the firing range of Bardenas Reales, Zaragoza, subject to its continuing availability for lease. For the training of United States Forces, other than those mentioned above, the approval of the Spanish air authorities, through the Joint Committee for Politico-Military Administrative Affairs, will be necessary. The crews of the aforesaid units shall all be members of the United States Armed Forces unless otherwise agreed in the Joint Military Committee.

5.2. The Spanish and United States Forces shall coordinate the dates and schedules for the use of the aforesaid firing range 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 materiel to be furnished by each Force.

5.3. The fire control tower of the firing range shall always be under the direction of the Spanish Range Officer. When the United States Forces are training, however, a Range Safety Officer of the United States shall be in the fire control tower to direct the movement of its aircraft exclusively within the range. To ensure communications between the Spanish and United States officers, the United States Forces will also provide the services of a person who has ample knowledge of Spanish.

5.4. Expenses incurred due to United States Forces utilization of aforesaid range shall be cost shared in accordance with paragraph 3.4. of Procedural Annex I.

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 meteorological 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.

9. *Aircraft in Transit*

This matter is covered in the exchange of notes on this subject dated January 24, 1976.¹

Madrid, the 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]²

For the Government
of the United States of America:

[Signed — Signé]³

PROCEDURAL ANNEX VIII

USE OF THE ROTA NAVAL BASE BY UNITED STATES FORCES

1. The command of the base shall be Spanish under the "Rear Admiral Commander 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, the Rear Admiral Commander 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.

¹ See p. 116 of this volume.

² Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

³ Signed by Wells Stabler — Signé par Wells Stabler.

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-A 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 Rear Admiral Commander of the Naval Base and the Commander, United States Naval Activities Spain, and in agreement with Annex I, the Rear Admiral Commander 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 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]¹

For the Government
of the United States of America:

[Signed — Signé]²

PROCEDURAL ANNEX IX-A

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 Sealift Command (MSC).
- 1.3. Other vessels which are chartered wholly by the United States Department of Defense.

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

² Signed by Wells Stabler — Signé par Wells Stabler.

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 are classified and defined as follows:
 - 4.1. Type "A"—Informal visits: Those in which formalities are restricted to the usual salutes and customary calls.
 - 4.2. Type "B"—Operational visits: Those which are primarily for logistical purposes or repairs.
 - 4.3. Type "C"—Visits 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 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 for Politico-Military Administrative Affairs, which shall be notified not less than five 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 United States Naval Attaché is notified to the contrary.
8. Advance notification for Type "A" or Type "B" visits 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 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; and classes of privileges desired.
 - 8.2. The United States Naval Attaché in Madrid shall notify the Joint Committee for Politico-Military Administrative Affairs 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 for Politico-Military Administrative Affairs 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 this Annex, it is understood that any vessel of the United States Forces in Spain for the

purposes of the Agreement in Implementation shall be given the same treatment and consideration as a Spanish vessel.

Madrid, the 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]¹

For the Government
of the United States of America:

[Signed — Signé]²

PROCEDURAL ANNEX IX-B

RULES GOVERNING VISITS OF SPANISH NAVAL VESSELS TO UNITED STATES PORTS

To simplify the peacetime formalities relating to the access of Spanish Naval Vessels to ports or anchorages in the United States, the parties agree as follows:

1. *Definitions.* For the purposes of this Annex:
 - 1.1. "Spanish Naval Vessels" include the following:
 - 1.1.1. Vessels, either combatant or auxiliary, under the operational control of a Spanish naval commander pursuant to orders issued by proper authority of the Spanish Navy.
 - 1.1.2. Vessels in the service of the Spanish Navy, which are the property of the Spanish Government, and whose activities are carried out in connection with Spanish Naval activities.
 - 1.1.3. Other vessels which are chartered wholly by the Spanish Navy.
 - 1.2. "Visit" signifies the temporary stay of a Spanish Naval Vessel in a port or anchorage of the United States.
 - 1.3. "Call" refers to contacts between officials during a visit.
2. *Application and Authority.* This Annex applies to all Spanish Naval Vessels which visit United States ports. Spanish Naval Vessels may enter, operate in, and leave United States ports and jurisdictional waters according to the provisions of this Annex.
3. *Classification of Visits.* Visits are classified as follows:
 - 3.1. Type "A"—Informal visits: Those in which the visit takes the form of a neighborly relation, and the formalities are restricted to the usual salutes and customary calls.
 - 3.2. Type "B"—Operational visits: Those which are primarily for logistical purposes or repairs.
 - 3.3. Type "C"—Visits of courtesy: Those which are of formal nature in which there is an exchange of official courtesies and formal entertainment, and which require prior arrangements through diplomatic channels.
4. *Procedures for Visits and Calls.* Visits and calls shall be governed by the following rules:
 - 4.1. Authority for Type "A" and "B" visits shall be obtained by Spanish naval authorities through their Naval Attaché.
 - 4.2. The Spanish Naval Attaché shall notify the appropriate United States naval authorities not less than five days in advance of the visit.
 - 4.3. The notification shall include, in complete detail, the name of the port or area at which the visit is to be made; the names and types of the vessels and

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

² Signed by Wells Stabler — Signé par Wells Stabler.

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; and classes of privileges desired.

- 4.4. Approval of Class "C" visits will be arranged through diplomatic channels, and may include such notifications as shall be agreed upon by the parties.
- 4.5. In cases of emergency, including inclement weather, when advance notification cannot be made, the details of the visit will be given immediately to the appropriate United States naval authorities and the Spanish Naval Attaché. Visits in cases of emergency will be regarded as Type "A" visits.
- 4.6. During Type "A" and "C" visits exchanges of gun salutes and calls will be in accordance with international customs.
- 4.7. During Type "B" visits no gun salutes will be fired, and exchanges of calls will normally be restricted to the senior naval officer ashore or, in the absence of such authority, to the senior United States military authority.

5. *In-Port Rules.* During their stay in United States ports or waters, Spanish Naval Vessels shall be governed by the following rules:

- 5.1. All harbor regulations regarding pilotage, sanitation and customs which are applicable to United States Naval Vessels shall be obeyed.
- 5.2. The charges for port services such as towing, mooring, wharfage and dockage, picking up refuse or garbage, etc., will be levied against Spanish Naval Vessels when these services are furnished in accordance with the requirements of present United States legislation or when solicited by the visitors. Such charges will not be greater than those applied to United States Naval Vessels.
- 5.3. Spanish Naval Vessels shall be, as in the case of United States 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.
- 5.4. 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. Spanish naval identification papers will be required.
- 5.5. The wearing of uniforms for visits ashore is authorized.
- 5.6. Commanding officers of Spanish Naval Vessels shall be responsible to their appropriate national senior officer for the conduct and procedure of their commands in accordance with their national regulations.

6. *Privileges.* Among the classes or privileges referred to in paragraph 4.3. which will normally be accorded to Spanish Naval Vessels, subject to prior notification, are the following:

- 6.1. 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.
- 6.2. Class 2—Repairs: Repairs and modifications will be the subject of special agreements in each case.
- 6.3. Class 3—Shore Liberty: Shore liberty will be subject to any restriction which local United States naval authorities, or federal, state or local governmental authorities, may impose. Athletic and recreation facilities will be afforded through local military authorities according to established rules and rates.

- 6.4. Class 4—Shore Patrols: Unarmed personnel in uniform in order to assist local authorities in maintaining order.
- 6.5. Class 5—Training: Utilization of training areas ashore or in territorial waters in such places as may be agreed upon with local commanders.
- 6.6. Class 6—Flight Training: This will include the shore basing of aircraft and training flights of ship-bases and/or shore-based aircraft, subject to the prior authorization of appropriate United States authorities in each case.
- 6.7. Class 7—Conducted Tours: Authorization for daily or extended tours to United States cities.
- 6.8. Class 8—Official Transportation: Permission to off-load, operate, and on-load official vehicles during the ship's stay in the United States. Numbers and type of such vehicles will be furnished with the notification.
7. *Port Movements and Services.* Procedures for the arrival, port movements and furnishing of services, will be established between the Spanish and United States Navies.
- 7.1. 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 Spanish Naval Vessels.
- 7.2. Local hydrographic information will be furnished when requested.
- 7.3. The establishment of shore communications services, except normal telephone, telegraph or cable services, will require prior agreement in each case.
8. *General*
- 8.1. Nothing in this Annex shall preclude the competent United States authorities from disapproving a proposed visit in case of port congestion, security or other valid reasons.
- 8.2. When passing through United States jurisdictional waters, submarines must navigate on the surface.
- 8.3. In the event of unforeseen circumstances not covered by the provisions of this Annex, it is understood that, for the purposes of this Annex, any Spanish Naval Vessel shall be given the same treatment and consideration as a United States Naval Vessel.
- Madrid, the 31st of January 1976.

For the Government
of Spain:
[Signed — Signé]¹

For the Government
of the United States of America:
[Signed — Signé]²

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 Supplementary Agreement on Facilities (Number 6) and, if necessary, in such other areas as may be authorized by the United States-Spanish Council.

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

² Signed by Wells Stabler — Signé par Wells Stabler.

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 for Politico-Military Administrative Affairs. 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 for Politico-Military Administrative Affairs. 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 for Politico-Military Administrative Affairs, control circuits from the installations referred to in the Supplementary Agreement on Facilities (Number 6) 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 for Politico-Military Administrative Affairs, the United States Forces may also maintain and utilize for their support:

- 3.2.1. Satellite communications;

3.2.2. Television transmitting station, 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 afore-said 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 for Politico-Military Administrative Affairs 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 United States-Spanish Council.

6. *Aircraft Control and Warning 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 for Politico-Military Administrative Affairs.

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 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]¹

For the Government
of the United States of America:

[Signed — Signé]²

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 for Politico-Military Administrative Affairs.

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

² Signed by Wells Stabler — Signé par Wells Stabler.

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 for Politico-Military Administrative Affairs.

6. When a contract has been awarded, this fact will be communicated to the Joint Committee for Politico-Military Administrative Affairs, 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 for Politico-Military Administrative Affairs 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 for Politico-Military Administrative Affairs of this fact, without prejudice to civil actions which might apply.

Madrid, the 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]¹

For the Government
of the United States of America:

[Signed — Signé]²

PROCEDURAL ANNEX XIV

INSURANCE COVERING CIVIL LIABILITIES OF EMPLOYEES OF CONTRACTORS AND SUB-CONTRACTORS 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 Implemen-

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

² Signed by Wells Stabler — Signé par Wells Stabler.

tation. The acquisition of civil liability insurance by Spanish contractors and sub-contractors 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 for Politico-Military Administrative Affairs, 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 for Politico-Military Administrative Affairs 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 for Politico-Military Administrative Affairs 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 Politico-Military Administrative Affairs for that class of contract.

7.3. With respect to civilian 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 for Politico-Military Administrative Affairs 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 for Politico-Military Administrative Affairs a brief report of the incident containing the date, place, parties involved and the name of the applicable insurance company. To facilitate the handling of claims, the said authorities will afford a copy of the report to persons alleging injury or damage.

Madrid, the 31st of January 1976.

For the Government
of Spain:

[Signed — *Signé*]¹

For the Government
of the United States of America:

[Signed — *Signé*]²

PROCEDURAL ANNEX XV

STORAGE AND TRANSPORT OF MILITARY MUNITIONS AND EXPLOSIVES FOR THE UNITED STATES FORCES IN SPAIN

1. *Storage*

1.1. The United States Forces may utilize and maintain the existing facilities and services for storage of munitions and explosives to which Supplementary Agreement on Facilities (Number 6) refers and, when appropriate, those other facilities which may be authorized by the United States-Spanish Council.

1.2. Any substantial increase in the level of munitions at any facility, in normal circumstances, shall be processed in accordance with the provisions of Article II of the Agreement in Implementation.

1.3. At storage facilities described in this Annex, the quantity-type-distance criteria established for purposes of safety by the regulations of both countries shall apply. In the event there are differences between said regulations the matter may be submitted to the Joint Committee for Politico-Military Administrative Affairs. The agreed location of those storage facilities and of areas outside the military installations but inside the quantity-type-distance limits will be indicated in the general plans of Spanish military installations where there are United States Forces.

1.4. When necessary, the Spanish authorities shall establish appropriate restrictions on the use of areas located outside Spanish military installations and falling within the quantity-type-distance limits. These restrictions shall include a ban on the construction of new buildings and on the use of existing buildings.

1.5. The Commander of the Installation may authorize, when justified by particular circumstances, increases in the level of utilization, provided that the established quantity-type-distance criteria are maintained.

2. *Transport*

2.1. The United States military authorities shall request permission from the Joint Committee for Politico-Military Administrative Affairs to load or off-load military munitions and explosives at a suitable Spanish seaport designated by the Spanish authorities for the purpose unless such loading or off-loading is to take place at or on Spanish military installations described in paragraph 1.1. Such request shall be made as early in advance as possible, but normally no less than seven days prior to the expected arrival of the ship in port. The request shall specify:

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

² Signed by Wells Stabler — Signé par Wells Stabler.

- 2.1.1. port;
- 2.1.2. expected day and time of arrival;
- 2.1.3. requested anchorage or pier;
- 2.1.4. identification of ship and draught;
- 2.1.5. expected loading or off-loading time;
- 2.1.6. description and amount of munitions or explosive material to be loaded or off-loaded;
- 2.1.7. proposed means of transportation for transferring the munitions to or from their place of storage;
- 2.1.8. safety measures to be followed in loading, off-loading, and transporting.

2.2. When a request described in paragraph 2.1. is made and approved by the competent Spanish military authority, the Joint Committee for Politico-Military Administrative Affairs shall inform the competent Spanish and United States authorities that authorization has been granted in order that the necessary loading, off-loading and transportation operations may be carried out, and shall also inform the United States authorities expeditiously of any special details of such operations.

- 2.2.1. The Spanish Government shall be responsible for external safety procedures and shall determine the control measures that are necessary during such loading, off-loading, and transportation operations.
- 2.2.2. During such loading, off-loading, and transportation operations between the designated port and storage areas, the safety rules prescribed in the regulations of the armed forces of Spain and of the United States shall apply as well as the specifications which govern the means of transportation utilized.
- 2.2.3. When transporting military munitions or explosives between Spanish ports and storage areas, or between Spanish ports en route to or from a storage area by land, sea, or air, the following points shall be taken into account:
 - 2.2.3.1. Transportation by land outside the Spanish military installations described in paragraph 1.1. shall be agreed upon in advance through the Joint Committee for Politico-Military Administrative Affairs.
 - 2.2.3.2. Transportation by sea shall take place after notifying the Joint Committee for Politico-Military Administrative Affairs of the Spanish ports involved.
 - 2.2.3.3. Transportation by air within Spanish territory shall be in accordance with procedures approved by the Joint Committee for Politico-Military Administrative Affairs.
- 2.2.4. In case the safety regulations prescribed in the Spanish and United States regulations do not coincide, the regulation which offers the greater level of safety will be adopted.

Madrid, the 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]¹

For the Government
of the United States of America:

[Signed — Signé]²

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas,

² Signed by Wells Stabler — Signé par Wells Stabler.

PROCEDURAL ANNEX XVI

WAIVER OF PRIMARY RIGHT TO EXERCISE CRIMINAL JURISDICTION OVER
UNITED STATES PERSONNEL IN SPAIN

1. A request for a waiver of the primary right to exercise jurisdiction, specified in Article XVII of the Agreement in Implementation will be made in accordance with the provisions of this Annex.

2. The request for a waiver of the primary right to exercise jurisdiction shall be presented:

- a. by the United States, no later than 15 days after the military authorities of the United States have been notified of the initiation of proceedings by the appropriate Spanish authorities;
- b. by Spain, no later than 15 days after the military authorities of the United States, having been notified that a member of the United States Personnel in Spain has been charged by Spanish authorities, assert their primary right to exercise jurisdiction pursuant to paragraph 3a. of Article XV of the Agreement in Implementation.

3. A request for a waiver of the primary right to exercise jurisdiction shall be decided, and the requesting authorities notified of the decision, within thirty days of the receipt of the request. If such notification is not given within the indicated time period the request will be considered granted.

4. In the cases when in application of the provisions of Article XVII of the Agreement in Implementation 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 sessions of any United States court-martial which hears the case. Whenever possible, such sessions will 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 the Agreement in Implementation.

Madrid, the 31st of January 1976.

For the Government
of Spain:

[Signed — Signé]¹

For the Government
of the United States of America:

[Signed — Signé]²

¹ Signed by José María de Areilza y Martínez-Rodas — Signé par José María de Areilza y Martínez-Rodas.

² Signed by Wells Stabler — Signé par Wells Stabler.

EXCHANGE OF NOTES — ÉCHANGE DE NOTES

I

Madrid, January 31, 1976

No. 92

Excellency:

I have the honor to refer to Article XXIII of the Agreement in Implementation of today's date and to the legal rights and procedural safeguards referred to therewithin.

As Your Excellency is aware, the Government of the United States attaches great importance to such legal rights and safeguards and in entering into said Agreement has done so on the understanding that the legal rights and safeguards referred to in Article XXIII thereof are but representative of those rights and safeguards, common to both legal systems, which shall be accorded whenever a member of the United States personnel in Spain is prosecuted under the jurisdiction of Spain.

I have the further honor to request confirmation by Your Excellency that the Government of Spain shares the aforementioned understanding of the Government of the United States.

Accept, Excellency, the assurances of my highest consideration.

[Signed — Signé]¹

His Excellency D. Juan José Rovira y Sánchez-Herrero
Ambassador of Spain
Ministry of Foreign Affairs
Madrid

¹ Signed by Wells Stabler — Signé par Wells Stabler.

II

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

MINISTERIO DE ASUNTOS EXTERIORES
MADRID

MINISTRY OF FOREIGN AFFAIRS
MADRID

31 de enero de 1976

January 31, 1976

Excelentísimo Señor:

Tengo la honra de referirme al Artículo XXIII del Acuerdo de Desarrollo del Tratado de Amistad y Cooperación entre España y los Estados Unidos y a la nota de V. E. sobre la materia, ambas

Excellency:

I have the honor to refer to Article XXIII of the Agreement in Implementation of the Agreement of Friendship and Cooperation between Spain and the United States and to Your

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

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

de fecha de hoy, y de asegurar a V.E. que, siempre que un miembro del Personal de los Estados Unidos en España sea procesado por la jurisdicción española en causas criminales o cuasi-criminales, tendrá derecho a la aplicación más favorable de las siguientes garantías procesales, comunes a ambos sistemas legales:

- A. Ser juzgado en el plazo más breve posible;
- B. Ser careado con los testigos de cargo y hacerles preguntas;
- C. Que los testigos de descargo sean obligados a comparecer, si la Jurisdicción española tiene facultades legales para ello;
- D. Tener representación legal y defensa de su elección durante todo el procedimiento y acto de la vista o, a su elección, tener representación legal nombrada por el Tribunal con carácter gratuito, en los mismos términos y condiciones aplicables a los nacionales españoles;
- E. Contar con los servicios de un intérprete competente, si lo estima necesario;
- F. No ser declarado culpable de una infracción penal en base a acción u omisión que no sea punible según el Derecho de España vigente en el momento de la comisión;
- G. Estar presente en la vista, que será pública. No obstante, sin perjuicio de las garantías procesales enumeradas en este Artículo XXIII del citado Acuerdo, podrán ser excluidas de la vista las personas cuya presencia no sea necesaria, si el Tribunal adopta esta decisión por razones de orden público o de moralidad;
- H. A que la carga de la prueba recaiga en el Ministerio Fiscal;

Excellency's note on this subject, both of this date, and to assure Your Excellency that if a member of the United States personnel in Spain is prosecuted under Spanish jurisdiction for criminal or quasi-criminal offenses, he shall be entitled to the most favorable application of the following procedural safeguards common to both legal systems:

- A. To be tried as promptly as possible;
- B. To be confronted with and to cross-examine the witnesses against him;
- C. To have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of Spain;
- D. 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;
- E. If he considers it necessary, to have the service of a competent interpreter;
- F. Not to 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;
- G. 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;
- H. To have the burden of proof placed upon the prosecution;

- | | |
|---|--|
| <p>I. A ser protegido contra la utilización de una confesión u otro medio de prueba obtenidos por medios ilegales o inadecuados;</p> <p>J. A no ser obligado a testificar contra sí mismo o a inculparse;</p> <p>K. A no ser requerido a comparecer en juicio si no está física o mentalmente en condiciones adecuadas para hacerlo o para participar en su defensa;</p> <p>Ĺ. A no ser juzgado ni condenado más de una vez por la misma infracción;</p> <p>M. A tener derecho a interponer apelación contra una condena o sentencia; y,</p> <p>N. A que se le abone, para el cumplimiento de cualquier condena de privación de libertad, el tiempo de detención o prisión preventiva en una instalación penitenciaria de los Estados Unidos en España.</p> | <p>I. To be protected from the use of a confession or other evidence obtained by illegal or improper means;</p> <p>J. Not to be compelled to testify against or otherwise incriminate himself;</p> <p>K. Not to be required to stand trial if he is physically or mentally unfit to stand trial or to participate in his defense;</p> <p>L. Not to be tried or punished more than once for the same offense;</p> <p>M. To have the right to appeal a conviction or sentence;</p> <p>N. To have credited to any sentence of confinement his period of pretrial confinement in a confinement facility of the United States in Spain.</p> |
|---|--|

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

Accept, Mr. Ambassador, the assurance of my highest consideration.

[Signed — Signé]

JUAN JOSÉ ROVIRA
Y SÁNCHEZ-HERRERO
Embajador de España

[Signed]

JUAN ROVIRA S.

Excelentísimo Señor Wells Stabler
Embajador de los Estados Unidos
de América
Madrid

His Excellency Wells Stabler
Ambassador of the United States
of America
Madrid