

No. 22042

**SPAIN
and
UNITED STATES OF AMERICA**

Agreement on friendship, defense and cooperation (with related exchanges of letters and protocol of 24 February 1983). Signed at Madrid on 2 July 1982

Complementary Agreement One to the above-mentioned Agreement. Signed at Madrid on 2 July 1982

Complementary Agreement Two to the above-mentioned Agreement (with annexes and two related exchanges of notes). Signed at Madrid on 2 July 1982

Complementary Agreement Three to the above-mentioned Agreement (with two related exchanges of notes). Signed at Madrid on 2 July 1982

Complementary Agreement Four to the above-mentioned Agreement (with annexes). Signed at Madrid on 2 July 1982

Complementary Agreement Five to the above-mentioned Agreement (with annexes). Signed at Madrid on 2 July 1982

Complementary Agreement Six to the above-mentioned Agreement. Signed at Madrid on 2 July 1982

Complementary Agreement Seven to the above-mentioned Agreement (with exchange of notes). Signed at Madrid on 2 July 1982

No.22042
(continued)

Exchange of notes constituting an agreement relating to the Agreement on friendship, defense and cooperation and to the complementary agreements thereto of 2 July 1982 above-mentioned. Madrid, 2 July 1982

Authentic texts of the Agreements: Spanish and English.

Authentic texts of the exchange of notes: English and Spanish.

Registered by Spain on 8 July 1983.

AGREEMENT¹ ON FRIENDSHIP, DEFENSE AND COOPERATION BETWEEN THE KINGDOM OF SPAIN AND THE UNITED STATES OF AMERICA

Preamble

The Kingdom of Spain and the United States of America, States party to the North Atlantic Treaty;²

Desiring to renew and strengthen the ties of friendship and cooperation which traditionally link their two peoples;

United by a common ideal of freedom, which includes the principles of democracy, defense of human rights, justice and social progress, values which are the basis of the western world to which both nations belong;

Affirm that this cooperation is based on full respect for the equal sovereignty of each country, and that this cooperation involves mutual obligations and a fair distribution of the burdens of defense;

Recognize that the security and full territorial integrity of both Spain and the United States are directly related to the common security of the West;

Express their desire to increase their cooperation for the maintenance of the political independence, full territorial integrity, and democratic systems of their respective countries, all of which are necessary for the common security, as well as for the promotion of the well-being of their peoples;

State their conviction that the recognition of these principles and this cooperation contribute to the maintenance of world peace and security in accordance with the principles and objectives of the Charter of the United Nations, and are consistent with the North Atlantic Treaty;

Reaffirm their determination to fulfill their obligations, both bilaterally and within the scope of the North Atlantic Treaty, to promote security and cooperation and to increase their defensive military capability;

Agree as follows:

Article one. 1.1 The Parties shall maintain and develop their friendship, solidarity, and cooperation both bilaterally and within the framework of their participation in the North Atlantic Treaty in pursuit of the ideals, principles, and objectives set forth in the Preamble to this Agreement.

1.2 To this end, both parties shall promote their cooperation in the common defense, as well as their economic, scientific, and cultural cooperation. Both Parties shall inform each other, as necessary, of the actions which they may take for the attainment of these objectives and shall consult together on others which they may adopt, jointly or separately, to the same end.

1.3 For these purposes, the Spanish-United States Council is established, which shall meet at least semiannually. The chairmen shall be the Minister of Foreign Affairs of Spain and the Secretary of State of the United States of America. The or-

¹ Came into force on 14 May 1983, upon notification by the Parties of the completion of the required constitutional procedures, in accordance with article 6.1.

² United Nations, *Treaty Series*, vol. 34, p. 243, and vol. 126, p. 350.

ganization and the specific powers of the Council shall be set forth in Complementary Agreement One.¹

Article two. 2.1 Both Parties reaffirm that the maintenance of their respective security and full territorial integrity and the continuation of a strong defense relationship between them serve their common interest, contribute to the defense of the West, and assist in the maintenance and development of their individual and collective capacity to resist armed attack.

2.2 To this end, Spain grants to the United States of America the use of operational and support installations and grants authorizations for use of Spanish territory, territorial sea and airspace for purposes within the bilateral or multilateral scope of this Agreement. Any use beyond these purposes will require the prior authorization of the Government of Spain. The foregoing authorizations shall be carried out in accordance with Complementary Agreement Two.²

2.3 For its part, the United States of America will use its best efforts to contribute to the strengthening of the Spanish Armed Forces by providing Spain, for the period of validity of the Agreement, with defense equipment, services, and training in accordance with such programs as may be agreed. Cooperation in this field shall be carried out in accordance with Complementary Agreement Three.³

Article three. Both Parties recognize the importance of industrial and technological cooperation in the military field for the strengthening of the common defense and agree to cooperate in accordance with Complementary Agreement Four.⁴

Article four. The Status of the Armed Forces of each of the Parties which, in order to implement the provisions of this Agreement, carry out their activities in the territory of the other Party, shall be regulated by the provisions of the NATO Status of Forces Agreement⁵ and by Complementary Agreements Five⁶ and Six.⁷

Article five. 5.1 Both Parties, convinced of the usefulness of cooperating to benefit the well-being of their peoples and to strengthen their economic cooperation, undertake:

- 5.1.1 To promote their economic development, to expand opportunities for trade in a balanced way, and to develop other aspects of their economic relations to the benefit of both countries;
- 5.1.2 To intensify scientific and technological cooperation, especially in those areas of applied research and technology most important to the economic development and modernization of both countries;
- 5.1.3 To expand their cooperation in the areas of culture and education.

5.2 Cooperation in these areas shall be carried out in accordance with Complementary Agreement Seven.⁸

Article six. 6.1 This Agreement and its Complementary Agreements shall enter into force upon written communication between the Parties that they have satisfied their respective constitutional requirements.

¹ See p. 156 of this volume.

² See p. 182 of this volume.

³ See p. 214 of this volume.

⁴ See p. 230 of this volume.

⁵ United Nations, *Treaty Series*, vol. 199, p. 67.

⁶ See p. 259 of this volume.

⁷ See p. 281 of this volume.

⁸ See p. 290 of this volume.

6.2 The duration of this Agreement and its Complementary Agreements shall be five years. They shall be extended for periods of one year, unless one of the Parties notifies the other in writing, at least six months prior to the end of the initial five-year term or of any subsequent one-year term, of its intent to the contrary.

6.3 The Parties may initiate negotiations for possible revision or modification of this Agreement and its Complementary Agreements. Such agreed revisions or modifications shall enter into force upon written communication by the Parties to each other that they have satisfied their respective constitutional requirements.

6.4 Should disagreement arise concerning the interpretation, implementation or compliance with the provisions of this Agreement or its Complementary Agreements, the Parties shall begin consultations immediately. Should the matter not be resolved within a period of twelve months, either Party may terminate this Agreement effective six months from the date of written notice of such termination.

6.5 In the event of termination of this Agreement and its Complementary Agreements pursuant to the provisions of this Article, a period of one year from the effective date of such termination is provided for the United States to withdraw its personnel and removable property located in Spain. Until such withdrawal is complete, all rights, privileges and obligations of both Parties deriving from this Agreement and its Complementary Agreements shall remain in effect.

DONE in Madrid, this 2nd day of July, 1982, in duplicate, in the Spanish and the English languages, both texts being equally authentic.

For the Kingdom of Spain:

[Signed]

JOSÉ PEDRO PÉREZ-LLORCA
Ministro de Asuntos Exteriores¹

For the United States of America:

[Signed]

TERENCE A. TODMAN
Embajador de Estados Unidos
en España²

¹ Minister of Foreign Affairs.

² Ambassador of the United States to Spain.

RELATED EXCHANGES OF LETTERS
ÉCHANGES DE LETTRES CONNEXES

I a

[SPANISH TEXT—TEXTE ESPAGNOL]

[TRANSLATION—TRADUCTION]

MINISTERIO DE ASUNTOS EXTERIORES

MINISTRY OF FOREIGN AFFAIRS

Madrid, 2 de julio de 1982

Madrid, 2 July 1982

Señor Embajador:

Sir,

Tengo la honra de informarle que es política del Gobierno español que no sobrevuelen España aeronaves con armamento y material nuclear a bordo, y que cualquier cambio en esta práctica exige el consentimiento del Gobierno de España.

I have the honour to inform you that it is the policy of the Spanish Government not to allow aircraft carrying nuclear weapons and material to fly over Spain and that any change in this practice requires the consent of the Spanish Government.

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

Accept, Sir, etc.

Excelentísimo
Señor Terence A. Todman
Embajador de los Estados Unidos
de América
Madrid

His Excellency
Mr. Terence A. Todman
Ambassador of the United States
of America
Madrid

II a

EMBASSY OF THE UNITED STATES OF AMERICA
MADRID

The Ambassador

July 2, 1982

Dear Mr. Minister and friend,

With reference to your letter of this date, I have the honor to inform you that the United States notes the statement of policy therein and is pleased to inform the Government of Spain that the United States respects fully the policies of the Spanish Government.

I wish to take this opportunity to express to Your Excellency the assurances of my highest consideration and esteem.

Sincerely,

[Signed]

TERENCE A. TODMAN

Embajador de Estados Unidos en España¹

His Excellency José Pedro Pérez-Llorca y Rodrigo
Minister of Foreign Affairs
Madrid

¹ Ambassador of the United States to Spain.

I b

EMBASSY OF THE UNITED STATES OF AMERICA
MADRID

July 2, 1982

No. 522

Excellency:

I have the honor to refer to the recent discussions between the Government of Spain and the Government of the United States of America relating to United States military installations in Spain, and to assure you that the Government of the United States of America will settle damage claims resulting from nuclear incidents pursuant to the following:

The United States Congress has enacted Public Law 93-153, which provides that the United States will settle claims for bodily injury, death or damage to or loss of real or personal property proven to have resulted from a nuclear incident involving the nuclear reactor of a United States nuclear-powered warship on the basis of absolute liability. As of December 6, 1974, the provisions of this legislation are in effect for all United States nuclear-powered warships entering Spanish as well as all other foreign ports.

While the foregoing law applies only to claims arising from nuclear incidents involving the nuclear reactor of a United States nuclear-powered warship, the Government of the United States of America gives its further assurances that it will endeavor, should the need arise, to seek legislative authority to settle in a similar manner claims for bodily injury, death or damages to or loss of real or personal property proven to have resulted from a nuclear incident involving any other United States nuclear component giving rise to such claims within Spanish territory.

Additionally, I am pleased to note that in any situation described above, the United States would be prepared to waive the provisions of Article VIII of the NATO Status of Forces Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

[Signed]

TERENCE A. TODMAN
Embajador de Estados Unidos en España¹

His Excellency José Pedro Pérez-Llorca y Rodrigo
Minister of Foreign Affairs
Madrid

II b

[SPANISH TEXT—TEXTE ESPAGNOL]

MINISTERIO DE ASUNTOS EXTERIORES

Madrid, 2 de julio de 1982

N.º 249/1

Señor Embajador:

Tengo la honra de acusar recibo de su Nota de fecha de hoy, que traducida al español dice lo siguiente:

¹ Ambassador of the United States to Spain.

[TRANSLATION—TRADUCTION]

MINISTRY OF FOREIGN AFFAIRS

Madrid, 2 July 1982

No. 249/1

Sir,

I have the honour to acknowledge receipt of your note of today's date, which reads as follows:

[*See letter I b*]

Accept, Sir, etc.

His Excellency Mr. Terence A. Todman
Ambassador of the United States of America
Madrid

PROTOCOL TO THE AGREEMENT ON FRIENDSHIP, DEFENSE AND
COOPERATION BETWEEN THE KINGDOM OF SPAIN AND THE
UNITED STATES OF AMERICA, SIGNED JULY 2, 1982

The Governments of Spain and of the United States of America have held conversations on the subject of the Agreement on Friendship, Defense and Cooperation signed by them on July 2, 1982, pending discussion and eventual authorization for its ratification by the Cortes Generales (Parliament) of Spain. With reference to the above mentioned Agreement, the two Governments share the following understandings:

1. No clause or provision of the above mentioned Agreement prejudices the question of Spanish integration into the military structure of the North Atlantic Treaty Organization.

2. Each Government reserves its right to, in any given moment, initiate the procedure for revision or modification of the Agreement in conformity with the provisions of Article 6.3 thereof.

3. Should the Spanish Government choose, in the future, to modify its status with respect to the Atlantic Alliance, the relevant texts could be reexamined by both parties in accordance with the provisions established in the preceding paragraph.

DONE in Madrid, this 24th day of February, 1983, in duplicate, in the Spanish and the English languages, both texts being equally authentic.

For the Kingdom of Spain:

[Signed]

FERNANDO MORÁN

Ministro de Asuntos Exteriores¹

For the United States of America:

[Signed]

TERENCE A. TODMAN

Embajador de Estados Unidos
en España²

¹ Minister of Foreign Affairs.

² Ambassador of the United States to Spain.

COMPLEMENTARY AGREEMENT¹ ONE

SPANISH-UNITED STATES COUNCIL

Article 1. The Spanish-United States Council shall be responsible for overseeing the implementation of the Agreement on Friendship, Defense and Cooperation.² It shall review the cooperation under the Agreement; examine any problems which may arise as well as measures for their solution; consider appropriate steps to improve Spanish-United States cooperation in the fields encompassed by the Agreement and in any other field of interest to the Parties; and submit to the two Governments such findings and recommendations as may be agreed. Likewise, it shall be responsible for carrying out the consultations provided for in Article 5 of Complementary Agreement Two.³

Article 2. 2.1 The Council shall be chaired by the Minister of Foreign Affairs of Spain and the United States Secretary of State and shall meet at least semi-annually. Each chairman shall have a deputy to act as permanent representative to the Council and assure its functioning in the absence of the Chairman. The Spanish deputy will be the Secretary of State for Foreign Affairs and the United States deputy will be the United States Ambassador to Spain.

2.2 The two Parties shall designate such representatives or advisors to the Council as they deem appropriate, taking into account the different subjects which may arise and their respective internal procedures.

2.3 The Chairmen may invite to Council meetings such representatives and advisors as they deem appropriate, taking into account the nature of the various matters that may be brought before the Council.

Article 3. A Joint Military Committee shall be established, under the Council, to be chaired by the Chairmen of the respective Joint Chiefs of Staff of Spain and the United States or by their designated representatives. This Committee, which shall meet semiannually, shall maintain the necessary coordination between the two Joint Staffs and shall ensure greater efficiency in reciprocal defense support between the two countries.

Article 4. 4.1 There shall also be established the following additional committees of the Council:

- 4.1.1 The Joint Committee for Politico-Military Administrative Affairs.
- 4.1.2 The Joint Committee for Defense Industrial Cooperation.
- 4.1.3 The Joint Economic Committee.
- 4.1.4 The Joint Committee for Scientific and Technological Cooperation.
- 4.1.5 The Joint Committee for Educational and Cultural Affairs.

4.2 The Joint Committee for Politico-Military Administrative Affairs shall consist of a dual military and diplomatic Co-Chairmanship for each Party and shall have the function of assuring the necessary coordination between the two Governments

¹ Came into force on 14 May 1983, upon notification by the Parties of the completion of the required constitutional procedures, in accordance with article 6.I on the Agreement on Friendship, Defense and Cooperation.

² See p. 145 of this volume.

³ See p. 182 of this volume.

as well as resolving such issues as may arise as a result of the application of Complementary Agreements Two and Five¹ and their Annexes.

The organization and operation of the Committee will be developed with a view to dealing effectively and expeditiously with the problems which may arise, to promoting the direct contact between military and civilian officials of both Parties appropriate to these ends, and finally, to fostering the maximum cooperation in all matters of mutual concern.

4.3 The Joint Committee for Politico-Military Administrative Affairs and the other joint committees mentioned in this Article, the composition of which shall be determined by the Parties, shall promote cooperation in their respective areas of competence in the broadest possible manner, study solutions for any problems which may arise, report to the Council regularly on matters raised and solutions adopted, and submit appropriate recommendations to the Council.

Article 5. The Council shall be assisted by a Permanent Secretariat under the direction of a Spanish Secretary and a United States Secretary, with staff as agreed.

Article 6. 6.1 The Council shall have its headquarters in Madrid. The Spanish Government shall provide appropriate premises.

6.2 As Spain is the headquarters of the Council, the administrative costs for the organization of the meetings of the Council and its subordinate organizations shall be covered by the Spanish Government. The recurring administrative expenses of the Council, including the salaries of personnel it hires, shall be shared equally. Each Party shall defray the costs of its own participation in the Council, including the salaries of its own Secretariat members.

6.3 The members, representatives, and advisors of each of the Parties in the sessions of the Council or of its subordinate organizations shall enjoy diplomatic privileges and immunities while in the territory of the other Party.

Article 7. This Agreement will enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.

DONE in Madrid, this 2nd day of July, 1982, in duplicate, in the Spanish and English languages, both texts being equally authentic.

For the Kingdom of Spain:

[Signed]

JOSÉ PEDRO PÉREZ-LLORCA
Ministro de Asuntos Exteriores²

For the United States of América:

[Signed]

TERENCE A. TODMAN
Embajador de Estados Unidos
en España³

¹ See pp. 182 and 259 of this Agreement.

² Minister of Foreign Affairs.

³ Ambassador of the United States to Spain.

COMPLEMENTARY AGREEMENT¹ TWO

OPERATIONAL AND SUPPORT INSTALLATIONS (IDAs) AND AUTHORIZATIONS

Article 1. 1.1 Pursuant to the provisions of Article Two of the Agreement on Friendship, Defense and Cooperation,² Spain grants to the United States, for military purposes, the use and maintenance of operational and support installations (hereinafter known as IDAs) in the bases and establishments listed in Annex 2 of this Complementary Agreement. Such use and maintenance shall be carried out in accordance with the provisions of Annex 3 of this Complementary Agreement.

1.2 Also pursuant to the provisions of Article Two, Spain grants to the United States, for military purposes, in accordance with Annexes 4 and 5 of this Complementary Agreement, authorizations for use of Spanish territory, territorial sea and airspace as well as other Spanish installations.

1.3 The general description and purposes of the IDAs referred to in Article 1.1 of this Complementary Agreement shall be specified in an exchange of notes. The Joint Politico-Military Administrative Affairs Committee (hereinafter the PMAA) shall maintain an up-to-date inventory of the lands or constructions which constitute these IDAs, specifying the functions of each.

Article 2. The Spanish Government assumes the obligation to adopt security measures that guarantee the exercise of the functions cited in the preceding article, consistent with the relevant provisions of Annex 3 of this Complementary Agreement.

Article 3. The Parties shall agree on the maximum force levels which the United States Government is authorized to station in Spain. The United States authorities shall periodically inform the Spanish authorities of the units and personnel actually in Spain. These requirements shall be carried out in accordance with the provisions of Annex 3 of this Complementary Agreement.

Article 4. 4.1 The storage of ammunition and explosives shall be in accordance with the provisions of Annex 3 of this Complementary Agreement.

4.2 The storage and installation in Spanish territory of nuclear or non-conventional weapons or their components will be subject to the agreement of the Spanish Government.

Article 5. In case of external threat or attack against either Party acting in accordance with the purposes mentioned in Article 2.2 of the Agreement on Friendship, Defense and Cooperation, the time and manner of use of the IDAs and authorizations referred to in this Complementary Agreement shall be the subject of urgent consultations between the two Governments and shall be determined by mutual agreement, without prejudice to either Party's inherent right to immediate and direct self-defense. Such urgent consultations will take place in the Spanish-United States Council but when the imminence of the danger so requires, the two Governments shall establish direct contact to resolve the matter.

¹ Came into force on 14 May 1983, upon notification by the Parties of the completion of the required constitutional procedures, in accordance with article 6.1 of the Agreement on Friendship, Defense and Cooperation.

² See p. 145 of this volume.

Article 6. As provided in Complementary Agreement One,¹ permanent coordination between the two Parties and resolution of such problems as may arise as a result of this Complementary Agreement, and which cannot be otherwise resolved within the competence of the United States and Spanish authorities directly concerned, will be carried out through the PMAA.

Article 7. 7.1 In the event of the withdrawal of the United States forces pursuant to Article Six of the Agreement on Friendship, Defense and Cooperation, such withdrawal will be accomplished in accordance with the applicable provisions of Annex 3 of this Complementary Agreement.

7.2 Upon written notification of termination pursuant to Article Six of the Agreement on Friendship, Defense and Cooperation, the Parties shall consult in accordance with Annex 3 of this Complementary Agreement in order for the Spanish Armed Forces to make necessary plans to avoid negative impact on their activities, taking into account any removable property which the United States forces intend to offer for disposal in Spain.

Article 8. The Parties recognize that nothing in this Complementary Agreement shall be in derogation of Spain's inherent right in accordance with international law to take necessary measures to safeguard its national security in emergency situations.

Article 9. This Complementary Agreement, including its Annexes and Appendices, will enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.

DONE in Madrid, this 2nd day of July, 1982, in duplicate, in the Spanish and English languages, both texts being equally authentic.

For the Kingdom of Spain:

[Signed]

JOSÉ PEDRO PÉREZ-LLORCA
Ministro de Asuntos Exteriores²

For the United States of América

[Signed]

TERENCE A. TODMAN
Embajador de Estados Unidos en España³

COMPLEMENTARY AGREEMENT TWO

OPERATIONAL AND SUPPORT INSTALLATIONS (IDAs) AND AUTHORIZATIONS

ANNEX 1. DEFINITIONS

For the purposes of this Complementary Agreement, the following definitions are established:

1. *Operational and support installation (IDA)*

Any land or construction or grouping thereof, owned by the Spanish State and granted for use by the United States forces for specific purposes in fulfillment of the Agreement on Friendship, Defense and Cooperation.

¹ See p. 156 of this volume.

² Minister of Foreign Affairs.

³ Ambassador of the United States to Spain.

2. *Force, civilian component, and dependents*

For the purposes of this Complementary Agreement and its Annexes, these terms are as defined in the NATO Status of Forces Agreement¹ and supplemented in Complementary Agreement Five and its Annexes².

3. *Ships of the United States Forces*

In connection with visits to Spanish ports, such ships are:

- 3.1 United States naval vessels, either combatant or auxiliary, under the command of a United States naval officer.
- 3.2 Vessels in the service of the United States Navy called "United States Naval Ships" (USNS) and "General Agency Agreement" (GAA) vessels, both of which are the property of the United States Government, and whose activities are being carried out through the Military Sealift Command (MSC).
- 3.3 Other vessels under United States flag which are chartered wholly by the Department of Defense.

4. *Ships of the Spanish Navy*

In connection with visits to United States ports, such ships are:

- 4.1 Spanish naval vessels, either combatant or auxiliary, under the command of a Spanish naval officer.
- 4.2 Vessels in the service of the Spanish Armed Forces, which are the property of the Spanish Government.
- 4.3 Other vessels under Spanish flag which are chartered wholly by the Spanish Armed Forces.

5. *Port Calls*

Shall be classified as follows:

- 5.1 Type A: Informal visits. Those in which formalities are restricted to the usual salutes and customary calls.
- 5.2 Type B: Operational visits. Those which are primarily for logistical purposes or repairs.
- 5.3 Type C: Courtesy visits. Those which are formal in nature, in which there is an exchange of official courtesies and formal entertainment and which require prior agreement through diplomatic channels.

COMPLEMENTARY AGREEMENT TWO

OPERATIONAL AND SUPPORT INSTALLATIONS (IDAs) AND AUTHORIZATIONS

ANNEX 2. BASES AND ESTABLISHMENTS WHICH CONTAIN IDAs

Article 1. Bases and establishments, property of the Spanish State, in which there are IDAs for use and maintenance by United States forces:

1.1 *Bases*

Moron Air Base
Torrejon Air Base
Zaragoza Air Base
Rota Naval Base

1.2 *Establishments*

Cartagena Petroleum and Ammunition Storage Depot
Humosa Communications Station
Inoges Communications Station

¹ United Nations, *Treaty Series*, vol. 199, p. 67.

² See p. 259 of this volume.

Soller Communications Station
Menorca Communications Station
Estaca de Bares Communications Relay
Estartit LORAN Station
Guardamar de Segura Communications Station
Sonseca Weather and Seismological Station

Article 2. Whenever the phrase “bases and establishments” is mentioned in the text of Complementary Agreement Two, it shall be understood that the term applies to those bases and establishments which contain IDAs, unless otherwise specified.

COMPLEMENTARY AGREEMENT TWO

OPERATIONAL AND SUPPORT INSTALLATIONS (IDAs) AND AUTHORIZATIONS

ANNEX 3. OPERATIONAL AND SUPPORT INSTALLATIONS (IDAs)

Article 1. 1.1 The bases and establishments listed in Annex 2 of Complementary Agreement Two shall be under Spanish command. Only the Spanish flag and command insignia shall be flown over these bases and establishments.

1.2 All the IDAs used by the United States forces in these bases or establishments shall be under the responsibility of a Commander of the United States Forces at each base or establishment who shall exercise command and control over those forces, including their equipment, materiel, and the premises exclusively used by them.

1.3 The Commander of the base or establishment and the Commander of the United States Forces at the bases or establishments shall deal directly and maintain close contact and coordination in the implementation of Complementary Agreement Two and its Annexes.

1.4 The Commander of the base or establishment, in person or his delegate, shall have access to all IDAs except for cryptographic areas and classified equipment. Access to areas where classified equipment or information are located will take place in accordance with mutually agreed arrangements. The Commander of the United States Forces shall keep the Commander of the base or establishment informed of the location of cryptographic areas and classified equipment and information.

1.5 The Commander of the base or establishment shall be informed of the types of equipment and materiel, and the types and quantities of weapons maintained at each IDA, and shall be informed of substantial changes in such types or quantities.

1.6 Without prejudice to the provisions of Article 1.2 of this Annex, the Commander of the base or establishment shall be responsible for:

1.6.1 Establishment of general regulations of the base or establishment.

1.6.2 Dealing with local Spanish authorities and appropriate public or private institutions on official matters related to the presence of the United States forces on the base or establishment following consultations, as may be necessary, with the Commander of those forces.

1.6.3 The establishment of security measures in accordance with Article 2 of this Annex.

1.7 The Spanish Armed Forces shall be responsible for rendering military honors. However, they may be rendered jointly when the Commander of the base or establishment and the Commander of the United States Forces agree to do so, in accordance with the procedures established by the PMAA.

Article 2. 2.1 Consistent with the provisions of Article 1 of this Annex, the security of each base or establishment shall be the responsibility of the Commander of the base or establishment.

2.2 Consistent with Article 1.2 of this Annex, the Commander of the United States Forces shall be responsible for the internal security requirements of his personnel, equipment, materiel,

and premises exclusively used by those forces, adopting appropriate measures which shall be submitted to the Commander of the base or establishment for coordination purposes. The Commander of the United States Forces may authorize appropriate personnel to carry arms subject to Spanish authorization in agreed arrangements.

2.3 The general rules cited in Article 1.6.1 of this Annex shall establish procedures to facilitate the entry and exit of authorized persons and their vehicles. Independently of those which may be issued through the PMAA, five categories of authorizations shall exist, covering the following personnel:

- 2.3.1 Persons with authorized access by reason of their position. They are members of the force, the civilian component, and the dependents of both who possess appropriate documentation proving such status. Such documentation shall be valid for entry to and exit from all bases and establishments specified in Annex 2 of Complementary Agreement Two.
- 2.3.2 Persons with authorized access owing to their activity on the base or establishment who are in possession of an identification card issued by the Commander of the base or establishment for the duration of such activity as requested by the Commander of the United States Forces.
- 2.3.3 Persons with temporary authorized access to residential, social, and recreational areas, at the request of members of the force or the civilian component.
- 2.3.4 Persons who are crew members of vessels of the United States forces for access to Rota Naval Base.
- 2.3.5 Other members of the United States armed forces, civilian employees thereof and dependents of the foregoing for access to authorized transportation on aircraft operated by or for the United States forces and health IDAs upon the approval of the Commander of the United States Forces.

2.4 The Commander of the United States Forces shall make qualified personnel available to the Commander of each base or establishment to facilitate the identification, entry, and exit of United States personnel and vehicles and to conduct any required search of such personnel and vehicles at access control points.

2.5 The Commander of the base or establishment and the Commander of the United States Forces may conclude agreements for the prevention and extinction of fires, maintenance of suitable health and sanitation conditions on the base or establishment, and cooperation in time of public disaster.

2.6 When circumstances warrant the reinforcement of external security measures, the Commander of the base or establishment may request support from the Commander of the United States Forces in the form of vehicles and equipment for a mutually agreed period of time.

Article 3. 3.1 Intelligence of Spanish interest obtained in IDAs dedicated to intelligence collection shall be shared in a useful and timely manner. When the Spanish authorities consider it appropriate, Spanish personnel, consistent with Article 1.4 of this Annex, may participate jointly with United States personnel in such IDAs.

3.2 The modalities of the participation referred to in Article 3.1 of this Annex and procedures for the sharing of finished intelligence shall be specified in agreements mutually decided. Likewise, Spanish liaison officers may be assigned between United States and Spanish commands when both Parties agree.

3.3 At the initiative of the Spanish authorities, consultations will be arranged with United States authorities to determine the possibility of Spanish participation in the operation of other IDAs. The modalities of such participation, including training, shall be specified in agreements mutually decided.

3.4 In response to requests by the United States forces through the PMAA, it will be the responsibility of the Spanish authorities to provide for:

- 3.4.1 Authorization for temporary and substantial increases or changes in the nature of the force levels at a base or establishment, specified in the exchanges of notes referred to

in Articles 6.1 and 6.3 of this Annex. Such increases shall be within the overall authorized force levels.

- 3.4.2 Authorization for significant changes in the purpose or method of IDA usage as well as for the installation of major items of new equipment which would result in a significant increase in the capability of an IDA.
- 3.4.3 Approval of the arrangements for entry and visits to the bases or establishments by dignitaries and officials of the United States who do not have direct authority over the United States forces stationed in Spain.
- 3.4.4 Establishment of rules for access to bases or establishments by personnel of third-country military forces aboard ships or aircraft of the United States forces.
- 3.4.5 Authorization for the entry to the bases or establishments of third-country persons not included in Article 3.4.4 of this Annex.

3.5 The United States forces may remove demountable structures, equipment, and other removable property from the IDAs at any time, leaving the grounds in serviceable condition.

3.6 When United States forces foresee a prolonged suspension or the termination of activity of an IDA or a substantial withdrawal of major items of equipment, the appropriate Spanish military authorities will be notified. When a reduction in capabilities could significantly affect the activities of the Spanish Armed Forces, consultations on the matter shall be held between the corresponding military authorities of both sides. Either Party may initiate such consultations.

3.7 Upon expiration of the Agreement on Friendship, Defense and Cooperation or when the United States terminates the use of an IDA, it shall be returned to the Spanish Government through the PMAA and removed from the inventory in accordance with the following arrangements:

- 3.7.1 Permanent constructions or buildings shall be returned in serviceable condition including the energy and water production and distribution systems and heating and air conditioning systems that are an integral part of the buildings, provided the Government of the United States shall incur no additional expense thereby.
- 3.7.2 The United States forces shall exercise diligence to avoid damage when vacating such permanent constructions or buildings.
- 3.7.3 The completion of the process of transferring permanent constructions or buildings shall be certified by the Commander of the base or establishment and the Commander of the United States Forces at the base or establishment.

3.8 The Spanish authorities shall have the right of first purchase of any equipment, materiel, demountable structure, or supplies that the United States forces consider excess and plan to dispose of in Spain.

Article 4. 4.1 The modalities for the use of installations and services which are shared shall be specified in agreements between the Commander of the base or establishment and the Commander of the United States Forces. Such agreements shall be submitted to the PMAA for coordination.

4.2 The rules of procedure established by the Commander of the base or establishment in accordance with Article 1.6.1 of this Annex shall call for consultations before either Party undertakes actions on a base or establishment that could affect the activities of the other. In carrying out his assigned duties, each commander will give full respect to the missions and activities of the other. Should problems arise in the implementation of these rules that cannot be resolved within the framework of Article 1.3 of this Annex, they shall be referred to the PMAA for urgent consideration.

4.3 The costs of operation and maintenance of IDAs used exclusively by the United States forces shall be borne by the United States forces. The costs of operation and maintenance of installations used exclusively by the Spanish forces shall be borne by the Spanish forces. With respect to IDAs and installations used by both Spanish and United States forces, each Party shall bear its own costs of operation and maintenance and neither Party shall seek reim-

bursment from the other Party for operation and maintenance costs, including utilities, arising from the use of such IDAs or installations unless otherwise agreed.

4.4 To assure adequate protection for the environment and public health, the military authorities of both countries shall collaborate with a view toward meeting the legal standards applicable to bases and establishments of the Spanish Armed Forces. The Commander of the base or establishment shall inform the Commander of the United States Forces of such standards. When United States authorities request authorization from the Spanish Government for a significant new IDA, activity, or modification to those now existing, they shall specify significant impacts on the health environment, if any, as well as corrective measures, and contingency measures for accidents.

4.5 The United States forces may maintain, operate, and use sanitary, commissary, service exchange, messing, social, sport, and recreational facilities on the bases and establishments, consistent with the provisions of this Annex and Complementary Agreement Five.

Article 5. 5.1 Construction by the United States forces that alters the useful volume or external form of an IDA shall require prior authorization solicited through the Commander of the base or establishment.

5.2 If the work in question is considered of great importance by the Spanish authorities, the decision they make shall be communicated to the United States authorities through the PMAA.

5.3 Maintenance projects by one Party which could affect the activities of the other Party shall be coordinated in advance by the Commander of the base or establishment and the Commander of the United States Forces.

Article 6. 6.1 The Government of the United States may assign in Spain military units and members of the force and civilian component necessary for the use and maintenance of IDAs to carry out the activities authorized by Complementary Agreement Two, within the force level established by an exchange of notes. Members of the force and civilian component may be accompanied by their dependents. The force level will include;

6.1.1 Location and type of principal military units permanently assigned or on rotation in Spain, including the type and maximum number of authorized aircraft and ships and principal activities;

6.1.2 The maximum number of members of the force and civilian component which may be permanently assigned or on rotation at each of the bases or establishments listed in Annex 2 of Complementary Agreement Two. A breakdown of the maximum number of members of the force or civilian component for each type of unit indicated in the force level for each base or establishment shall be maintained in the PMAA.

6.2 The appropriate United States authority shall submit quarterly to the PMAA an updated report of the units and personnel referred to in Article 6.1 of this Annex present in Spain, including their dependents. The PMAA will provide copies of such reports, as appropriate, to the Commander of the corresponding base or establishment.

6.3 The Government of the United States may also assign members of the force and civilian component in Spain on a temporary basis in connection with their official duties within the levels established in an exchange of notes, periodically reporting to the PMAA.

6.4 The United States forces may bring into Spanish territory limited numbers of personnel of third countries with required specialized skills not readily available in Spain, solely for employment by the United States forces or their contractors, subject to the right of Spanish authorities to determine eligibility for entrance into Spain. A request for this purpose, with appropriate reasons therefor, shall be submitted through the PMAA.

The appropriate United States authorities shall provide quarterly to the PMAA and to the Commander of the base or establishment involved a listing of the names of the third-country personnel rendering services through appropriated or non-appropriated funded activities to the United States forces in Spain, indicating their activity and the IDA where assigned.

Article 7. 7.1 The United States forces may store and maintain ammunition and explosives in the IDAs designated for this purpose at the bases and establishments listed in Annex 2 of Complementary Agreement Two.

7.2 Authorization for any substantial increase of change in the nature of ammunition normally stored in an IDA shall be processed through the PMAA.

7.3 For safety reasons, criteria for storage of ammunition and explosives at IDAs designated for this purpose shall be no less stringent than those applicable to the Spanish Armed Forces under regulations in force.

7.4 In the general plans for bases and establishments where IDAs of the aforementioned type are located, appropriate safety areas shall be specified, even when such areas exceed the perimeters of the base or establishment. In these safety areas, the provisions of existing Spanish legislation shall apply.

COMPLEMENTARY AGREEMENT TWO

OPERATIONAL AND SUPPORT INSTALLATIONS (IDAs) AND AUTHORIZATIONS

ANNEX 4. AUTHORIZATIONS

Article 1. 1.1 The Parties reaffirm that the Agreement on Friendship, Defense and Cooperation has been concluded in recognition of Spain's full sovereignty and control over its territory and airspace. Consequently, the authorizations established in this Annex will be applied in conformity with those principles of sovereignty and control.

1.2 Such authorizations shall be applicable exclusively to activities for purposes within the scope of Article 2.2 of the Agreement on Friendship, Defense and Cooperation.

Article 2. 2.1 Aircraft of the United States forces which are deployed in Spain, permanently or on rotation, within the agreed force level, may overfly, enter and exit Spanish airspace and use the bases and establishments specified in Annex 2 to Complementary Agreement Two with no other requirements than compliance with Spanish air traffic regulations. In order to use other bases, military airdromes and airports, the corresponding authorization shall be requested through the PMAA at least 48 hours in advance.

2.2 Other United States aircraft operated by or for the United States forces may overfly, enter and exit Spanish airspace and use the bases and establishments specified in Annex 2 of Complementary Agreement Two to carry out scheduled missions after notification to the PMAA at least seven working days prior to the beginning of the schedule. Notification of schedule changes shall be made as necessary. For the execution of logistical support missions for United States forces in Spain, or by aircraft dependent on such forces for logistical support, notification of the Commander of the base of the type and purposes of the mission shall suffice.

2.3 The authorizations granted in Article 2.1 of this Annex are also extended to other United States aircraft operated by or for the United States forces not included in the preceding paragraphs after notification of the type and purpose of the mission to the PMAA with a minimum of 48 hours advance notice or with the maximum time possible in cases of urgency.

2.4 The competent Spanish authorities may, when circumstances warrant, reduce the requirements established in the preceding paragraphs of this Article.

2.5 In situations referred to in Article 5 of Complementary Agreement Two as well as to carry out flights whose purposes go beyond those mentioned in Article 2.2 of the Agreement on Friendship, Defense and Cooperation, United States aircraft operated by or for the United States forces may enjoy the privileges cited in Article 2.1 of this Annex through prior authorization of the Spanish Government.

2.6 To make use of the authorizations cited in the preceding Articles, military aircraft crews must be members of the United States forces unless previously authorized through the PMAA.

2.7 In case of in-flight emergency, United States aircraft operated by or for the United States forces are authorized to use any Spanish military or civilian airport.

2.8 Any problems which may arise regarding the applicability of any of the preceding provisions to particular missions shall be referred to the PMAA.

Article 3. 3.1 All movements in Spanish airspace of aircraft of the United States forces will be conducted in accordance with duly cleared flight plans and will be governed by rules specified in Spanish air traffic regulations, as well as by instructions given by Spanish air traffic control authorities.

3.2 The air traffic control authorities are:

3.2.1 Regional: the chiefs of regional flight information centers (FIC); the chiefs of area control centers (ACC).

3.2.2 Local: the flight officer designated by the Commander of the air base; the airport officer designated by the airport director; the chief controller, by delegation of both of the above.

3.3 The military control towers will be under the command of a Spanish flight officer. In those towers where coordination of control of aircraft of the United States forces is necessary, one or several United States controllers, who should have adequate knowledge of the Spanish language, will be present to assist the Spanish chief controller in his task.

3.4 United States authorities shall notify the competent Spanish authorities at least 24 hours in advance of formation flights of eight or more aircraft entering, departing, or to be conducted within Spanish airspace.

3.5 United States authorities shall advise 24 hours in advance of any air movement which could produce an increase in normal air activity. Flights which may pose a special risk to the civilian population will not be conducted without express authorization of the Spanish military air authorities.

Article 4. 4.1 Aircraft of the United States forces permanently assigned or on rotation in Spain and air units of the Sixth Fleet shall be authorized to use, for training, certain airspace, air-to-air and air-to-ground ranges of those reserved for these purposes for the Spanish air forces, in accordance with programs established annually by Spanish authorities, taking into account the needs of the United States forces in Spain.

4.2 Airspace 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 airspace 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 air traffic regulations.

4.4 To implement the annual programs, the necessary coordination shall be carried out between the appropriate Spanish and United States forces to: establish range schedules for the United States forces; periodically refine them; establish procedures for the most efficient utilization of the ranges; and determine the personnel and materiel to be furnished by each.

4.5 When the ranges have a control tower, it shall always be under the direction of a Spanish Range Officer. When the United States forces are training, however, a Range Safety Officer of the United States shall be in the control tower to direct the movement of its aircraft exclusively within the range.

4.6 Expenses incurred by the utilization of ranges will be distributed as mutually agreed.

Article 5. The conduct of exercises by United States forces in other areas of Spain shall be subject to the authorization of Spanish authorities in each case, solicited through the PMAA.

Article 6. 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. The measures to remove the damaged aircraft and its technical equipment shall be the responsibility of the appropriate United States authorities.

6.2 The Spanish authorities will have the responsibility for the external security of the damaged aircraft. However, United States forces, if first on the scene of the accident, may assume custody of the aircraft pending arrival of Spanish forces.

6.3 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 in order to assure that no intervention subsequent to the accident could prejudice the investigation to be conducted.

6.4 The investigation of these accidents will be carried out in accordance with Spanish air navigation legislation, independent of the investigation to be conducted by United States authorities.

6.5 When initiating an investigation of a particular accident, United States authorities will furnish data and technical assistance as requested by Spanish authorities, except for non-releasable classified data.

Article 7. Spanish and United States authorities will cooperate in and provide all possible assistance to air search and rescue operations.

Article 8. 8.1 The use of the port at Rota Naval Base shall be in accordance with rules developed by the Commanding Admiral of the base in collaboration with the Commander of the United States Forces at the base. Such rules shall be consistent with Annex 3 of this Complementary Agreement and Part I of Appendix A of this Annex and shall contain:

8.1.1 Procedures concerning warships, including arrival notification, priority for entrance and docking, and others as may be deemed necessary.

8.1.2 Procedures concerning merchant ships, including those in Article 8.1.1 of this Annex, as well as piloting, towing, mooring, sanitation, pratique, cargo manifest, customs, and other measures necessary to avoid possible interference, incompatibilities, port congestion, and accident risks.

8.2 When the needs of the United States are such that they require the entrance into Rota Naval Base by vessels not included among those defined as "vessels of the United States forces", they shall request authorization from Spanish authorities through the PMAA, specifying the reasons for such entrance.

8.3 Consistent with Article 2.2 of the Agreement on Friendship, Defense and Cooperation, appropriate agreements regarding navigational safety for submerged vessels shall be mutually agreed between the respective authorities of the United States Navy and the Spanish Navy.

Article 9. 9.1 For operations of loading and unloading ammunition and explosives at sites expressly designated for that purpose as well as for their land, sea or air transport within Spanish territory, United States forces will request authorization from Spanish authorities through the PMAA, unless such operations will take place entirely within the bases or establishments listed in Annex 2 of this Complementary Agreement. Each request will be made as far in advance as possible, but at least seven days prior to the start of these operations. Each request will specify:

9.1.1 Loading or unloading site, and point of destination;

9.1.2 Requested anchorage or pier;

9.1.3 Expected date and time of arrival;

9.1.4 Identification of ship and draft, or of the corresponding mode of transport;

9.1.5 Expected duration of loading or off-loading;

9.1.6 Description and amount of ammunition or explosive material to be loaded, off-loaded, or transported;

9.1.7 Proposed means of transport for the movement of the ammunition;

9.1.8 Safety measures to be followed in loading, off-loading, and transporting.

9.2 Once the conduct of the operations described above has been authorized, the PMAA shall simultaneously notify the appropriate Spanish and United States authorities.

9.2.1 The Spanish authorities shall be responsible for external safety procedures and shall determine the control measures that are necessary during such loading, off-loading, and transportation operations;

9.2.2 During loading and off-loading operations, as well as transportation to storage areas, safety regulations established in the corresponding Spanish military regulations in force shall, as as minimum, be applied, as well as those specific regulations which govern the means of transportation utilized.

Article 10. The installation, maintenance, and use of communications and electronics systems by United States forces in Spain shall be as provided in Appendix B of this Annex.

Article 11. The United States forces are authorized to use the services of the Spanish Semi-Automatic Air Defense System in accordance with procedures to be established by mutual agreement.

COMPLEMENTARY AGREEMENT TWO

OPERATIONAL AND SUPPORT INSTALLATIONS (IDAs) AND AUTHORIZATIONS

ANNEX 4. AUTHORIZATIONS

APPENDIX A. *Ship Visits to Spanish and United States Ports*

Part I. *Rules Governing United States Ship Visits to Spanish Ports*

1. This Appendix applies to vessels of the United States forces as defined in Annex 1 of Complementary Agreement Two which visit Spanish ports.
2. Vessels of the United States forces may enter and leave Spanish ports and anchorages according to the provisions of this Appendix.
3. Ship visits are defined and classified as specified in Annex 1 of Complementary Agreement Two.
4. Authorization for type A visits will be obtained by the United States naval authorities through their Naval Attaché.
- 4.1 The United States Naval Attaché in Madrid shall notify the appropriate Spanish naval authorities not less than five days in advance of the visit.
- 4.2 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 and ship commanders, masters, military liaison officers on board, and distinguished passengers embarked; the inclusive dates of the visit; and classes of privileges desired as well as the forms of communication and frequency of radio communications desired to be used during the visit.
5. Authorization for type B visits and those by nuclear powered vessels shall be obtained through the PMAA.
- 5.1 The United States Naval Attaché in Madrid shall notify the PMAA not less than five days in advance in the case of type B visits. For those by nuclear-powered vessels, the minimum notice period shall be as communicated through the PMAA. In both cases the appropriate Spanish naval authorities will be notified.
- 5.2 The notification shall include, in addition to the same information indicated for type A visits, details regarding the purpose of the visit.
6. Authorization for type C visits will be arranged through diplomatic channels and may include such notification as shall be agreed upon by the parties.
7. 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 Spanish naval authorities and the United States Naval Attaché.
8. During type A and C visits, the exchange of gun salutes and calls will be accomplished in accordance with international customs.

9. During type B visits there will be no gun salute and the exchanges of calls will normally be limited to the senior naval officer ashore or, in the absence of such authority, to the most distinguished military authority.

10. During their stay in Spanish ports or anchorages, vessels of the United States forces shall be governed by the following rules:

- 10.1 All regulations regarding pilotage, sanitation, and customs which are applicable to Spanish naval vessels shall be obeyed.
- 10.2 The charges for pilot and port services rendered by official state agencies or entities shall apply to vessels of the United States forces under the same terms and with the same exemptions established by Spanish legislation in force for Spanish warships. For those other services to be contracted privately, the charges will be those resulting from the contracts.
- 10.3 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.
- 10.4 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.
- 10.5 The wearing of uniforms for visits ashore is authorized.

11. Among the classes of privileges referred to in Article 4.2 of this Appendix, which will normally be accorded to vessels of the United States forces, subject to prior notification, are the following:

- 11.1 Class 1. Logistics supplies: This will include fuel and fresh and dry provisions which will be furnished to the extent possible, available through local sources or as ordered in advance.
- 11.2 Class 2. Repairs: Repairs and modifications will be the subject of special arrangements in each case.
- 11.3 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.
- 11.4 Class 4. Shore patrols: Unarmed personnel in uniform to assist local authorities in maintaining order.
- 11.5 Class 5. Training: Includes utilization of training areas ashore or in the territorial sea in such places as may be agreed upon with local commanders.
- 11.6 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 PMAA.
- 11.7 Class 7. Conducted tours: Includes authorization for daily or extended tours to Spanish cities.
- 11.8 Class 8. Official transportation: Includes 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.

12. Procedures for the arrival, port movements, and furnishing of services will be established between Spanish and United States naval authorities.

- 12.1 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.
- 12.2 Local hydrographic information will be furnished when requested.

- 12.3 The establishment of shore communications services, except normal telephone, telegraph, or cable services, will require prior agreement in each case.
13. Nothing in this Appendix will prevent the competent Spanish authorities from denying a proposed ship visit in the case of port congestion, security, or other valid reasons.
14. When passing through Spanish territorial sea, in innocent passage, submarines shall navigate on the surface.
15. In the event of unforeseen circumstances not covered by the provisions of this Appendix, it is understood that any vessel of the United States forces in Spain shall be given the same treatment and consideration as a Spanish naval vessel.

Part II. *Rules Governing Spanish Ship Visits to United States Ports*

1. This Appendix applies to Spanish naval vessels as defined in Annex 1 to Complementary Agreement Two which visit United States ports.
2. Spanish naval vessels may enter and leave United States ports and anchorages according to the provisions of this Appendix.
3. Ship visits are defined and classified as specified in Annex 1 of Complementary Agreement Two.
4. Authorization for type A and B visits shall be obtained by the Spanish naval authorities through their Naval Attaché.
- 4.1 The Spanish Naval Attaché in Washington shall notify the appropriate United States naval authorities not less than five days in advance of the visit.
- 4.2 The notification shall include, in complete detail, the names of the port or area to 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 and ship commanders, masters, military liaison officers on board, and distinguished passengers embarked; the inclusive dates of the visit; and classes of privileges desired as well as the forms of communication and frequency of radio communications desired to be used during the visit.
5. Notification of type B visits shall include details regarding purpose of the visit.
6. Authorization for type C visits will be arranged through diplomatic channels, and may include such notifications as shall be agreed upon by the parties.
7. 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.
8. During type A and C visits, exchanges of gun salutes and calls will be in accordance with international customs.
9. During type B visits there will be no gun salute and exchanges of calls will normally be limited to the senior naval officer ashore or, in the absence of such authority, to the most distinguished military authority.
10. During their stay in United States ports or anchorages, Spanish naval vessels shall be governed by the following rules:
- 10.1 All regulations regarding pilotage, sanitation, and customs which are applicable to United States naval vessels shall be obeyed.
- 10.2 The charges for public 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 United States legislation in force or when solicited by the visitors. Such charges will not be greater than those applied to United States naval vessels.
- 10.3 Spanish naval vessels shall be, as in the case of vessels of the United States forces, 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.

- 10.4 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.
- 10.5 The wearing of uniforms for visits ashore is authorized.

11. Among the classes of privileges referred to in Article 4.2 of this Appendix, which will normally be accorded to Spanish naval vessels, subject to prior notification, are the following:

- 11.1 Class 1. Logistics supplies: This will include fuel and fresh and dry provisions which will be furnished to the extent possible, available through local sources or as ordered in advance.
- 11.2 Class 2. Repairs: Repairs and modifications will be the subject of special arrangements in each case.
- 11.3 Class 3. Shore liberty: Shore liberty will be subject to any restrictions 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.
- 11.4 Class 4. Shore patrols: Unarmed personnel in uniform to assist local authorities in maintaining order.
- 11.5 Class 5. Training: Includes utilization of training areas ashore or in the territorial sea in such places as may be agreed upon with local commanders.
- 11.6 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 appropriate United States authorities.
- 11.7 Class 7. Conducted tours: Includes authorization for daily or extended tours to United States cities.
- 11.8 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.

12. Procedures for the arrival, port movements, and furnishing of services will be established between Spanish and United States naval authorities.

- 12.1 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.
- 12.2 Local hydrographic information will be furnished when requested.
- 12.3 The establishment of shore communications services, except normal telephone, telegraph, or cable services, will require prior agreement in each case.

13. Nothing in this Appendix shall preclude the competent United States authorities from denying a proposed visit in case of port congestion, security, or other valid reasons.

14. When passing through United States territorial sea, in innocent passage, submarines shall navigate on the surface.

15. In the event of unforeseen circumstances not covered by the provisions of this Appendix, it is understood that any Spanish naval vessel in the United States shall be given the same treatment and consideration as a vessel of the United States forces.

COMPLEMENTARY AGREEMENT TWO

OPERATIONAL AND SUPPORT INSTALLATIONS (IDAs) AND AUTHORIZATIONS

ANNEX 4. AUTHORIZATIONS

APPENDIX B. *Telecommunications and Electronics*

Article 1. 1.1 The United States forces may use and maintain IDAs designated for communications and electronics at the bases and establishments referred to in Annex 2 of Complementary Agreement Two in order to facilitate:

1.1.1 All communications necessary to the administrative and operational functioning of these forces.

1.1.2 Linkage with the United States Department of Defense communications network.

1.2 Consistent with Article 3.4.2 of Annex 3 of Complementary Agreement Two and the provisions of applicable Spanish legislation, the United States forces may carry out actions in the communications field required to:

1.2.1 Satisfy new operational necessities.

1.2.2 Improve capabilities of existing systems.

1.2.3 Contribute further to the welfare and training of the United States forces.

1.3 In general, without prejudice to the provisions of Articles 1.1 and 1.2 of this Appendix, and when available and suitable to them, the United States forces shall use Spanish civilian communications services to meet their needs. When possible, the United States forces may use Spanish military communications systems.

1.4 The United States forces are authorized to use codes, cryptographic systems and other means of communications security.

Article 2. 2.1 Consistent with Article 1.2 of this Appendix, requests of the United States forces for additional cable communications installations or services shall be processed through the PMAA, except for minor or routine transactions within the bases or establishments covered by supplementary agreements or understandings between the Parties concerned.

2.2 The United States forces may install, maintain and operate their own equipment at the terminals of lines furnished by Spanish agencies. This equipment must not cause any interference on Spanish cable communications networks and will be installed in conformity with the conditions established by the Spanish agency concerned.

2.3 When suitable lines cannot be supplied through any Spanish agency, the United States forces, with previous authorization by the PMAA, may install lines, networks and any other cable communications systems for their military requirements. Property not removable under Article 3.5 of Annex 3 to Complementary Agreement Two shall become the property of the Spanish Armed Forces without prejudice to its use by the United States forces and the responsibility of the United States forces for its maintenance in accordance with Complementary Agreement Two. Such lines, networks and cable systems may be integrated with those of the Spanish Armed Forces, by mutual agreement.

2.4 The United States forces may establish, with authorization from the PMAA, land lines to control transmission and receiver installations and electronic navigational aids. The exact routing of the land lines will be determined by mutual agreement between appropriate Spanish and United States military authorities.

Article 3. 3.1 The United States forces are authorized to maintain and use existing radio communications systems as provided in Article 1 of this Appendix. The United States forces may also be authorized to install, maintain and use:

3.1.1 Other major radio communications stations as links with the United States Department of Defense communications network, lesser radio communications stations required for the support of military and administrative services of the United States forces, radio stations for communications with aircraft and vessels operated by or on behalf

of the United States forces, satellite communications systems, and radio communications within and between IDAs in support of the United States forces.

3.1.2 Short-range radio broadcasting and closed circuit cable television transmitting stations which contribute to the normal welfare and training of the United States forces in Spain, in accordance with terms approved by Spanish authorities, and such other means of radio communications as may be required in the future.

3.2 Telecommunications antennas installed by the United States forces for the aforesaid purposes will comply with aeronautical and radio-electric regulations of Spanish legislation.

3.3 The United States forces may use authorized radio frequencies and call signs. Any changes in the previously authorized frequencies or call signs or requests for additional frequencies or call signs shall be coordinated, approved, and assigned through the PMAA.

3.4 Mutually agreed arrangements shall be established to enhance Spanish Armed Forces' utilization of the United States Department of Defense communications network in Spain to the extent feasible.

Article 4. In order to facilitate air traffic control for the accomplishment of approach and landing maneuvers for their aircraft on the bases listed in Annex 2 of Complementary Agreement Two, the United States forces are authorized to use, under the conditions set forth in Annex 4 of that Agreement, and to maintain presently existing equipment and systems which are required for such purposes. Similarly, authorization may be given to install new navigational support systems and equipment upon request to and approval by the PMAA.

Article 5. The Spanish and United States forces shall cooperate in investigation, isolation and elimination of harmful interference. Should such interference be caused by one of these forces and affect the other, corrective actions shall be carried out through bilateral coordination. When harmful interference originates from or affects civilian systems, procedures for its elimination shall be consistent with those applicable to the Spanish Armed Forces.

COMPLEMENTARY AGREEMENT TWO

OPERATIONAL AND SUPPORT INSTALLATIONS (IDAs) AND AUTHORIZATIONS

ANNEX 5. STORAGE, TRANSPORTATION AND SUPPLY OF FUELS

Part I. *Rota-Zaragoza Pipeline and Complementary Installations*

1. *Description*

The pipeline, as well as the inland terminals in Spanish territory, are Spanish military installations administered, operated and maintained by Compañía Administradora del Monopolio de Petróleos, S.A. (CAMPSA). The pipeline consists essentially of the steel pipeline itself, of 780 km length from the petroleum products manifold at the naval base of Rota to Station Number 6 at La Muela, and includes the petroleum products manifold and Station Number 6, as well as the pumping stations at Rota, El Arahal, Adamuz, Poblete, Loeches, and La Muela.

The inland terminals comprise the terminal storage stations at Loeches, La Muela, and El Arahal, and the pipelines which connect these stations with the storage IDAs at Torrejon, Zaragoza, and Moron air bases. The pipeline is connected with the petroleum sea terminal at Rota Naval Base.

2. *Movement of products of the United States forces by means of the pipeline*

During the period in which the Agreement on Friendship, Defense and Cooperation is in force, Spain will guarantee to the United States the following services:

2.1 The movement and storage of normal necessities of fuels for the United States forces by means of the pipeline;

2.2 The functioning and maintenance of the pipeline;

2.3 The availability of expanded use of the pipeline to meet the needs of the United States forces in case of emergency.

3. *Costs*

The operating and maintenance costs arising from the services set forth in Part I, Article 2 of this Annex will be subject to reimbursement of an agreed amount reviewed annually by the United States Air Force and the Defense Fuel Supply Center and appropriate Spanish agencies and modified as mutually agreed.

4. *Priority of movement*

The movement of fuel supplies for the United States forces and the Spanish Armed Forces will have identical priority. Both movements will have preference with respect to the movement of CAMPSA's commercial products. The Spanish forces and the United States forces will make known their requirements one month in advance.

5. *Control of quality and quantity*

The pipeline will be used for the movement of refined products only and in no case will crude products be moved through the pipeline. The quality and quantity control of products of the Spanish and United States forces moved through the pipeline will be the responsibility of CAMPSA, using standards and procedures previously agreed upon by the Mixed Technical Commission referred to in Part I, Article 13 of this Annex. Spanish and United States technical personnel will have the right of access to the pipeline and complementary installations to coordinate pipeline movements as well as quality and quantity tests.

6. *Custody*

CAMPSA shall have custody of the products of the United States forces whenever they are in the pipeline or in the inland terminals.

7. *Testing and measuring*

The products of the United States forces shall be tested and measured prior to their acceptance by CAMPSA, as well as after their delivery to the inland terminals. In measuring the quantity of the products of the United States forces accepted and delivered, correction shall be made to volume at 15 degrees Centigrade.

8. *Delivery of products*

CAMPSA shall transport through the pipeline and deliver into storage IDAs at the bases of Moron, Torrejon, and Zaragoza the quantity of products accepted into its custody, except as otherwise provided in Part I, Article 9 of this Annex. The delivered products shall meet military specifications established in Handbook 200 and DOD Manual 4140.25. Delivery shall be accomplished in accordance with time schedules established by the Mixed Technical Commission.

9. *Losses or contamination*

Products of the United States forces lost or contaminated while in CAMPSA custody shall be either replaced in kind by the Spanish Government or reimbursement therefor made to the United States forces based on the cost of the product to the United States forces. The Spanish Government shall not be liable for any loss or contamination of products of the United States forces caused by acts of God or war. Normal operational losses during the transport and storage of the quantities of products, as agreed to in the Mixed Technical Commission, shall be deducted when computing any possible fuel losses to be replaced by the Spanish Government.

10. *Regulations concerning products stored in the inland terminals*

10.1 The aviation petroleum products stored in the tanks at El Arahah, La Muela and Loeches inland terminals will be considered as available for the Spanish and United States Air Forces, as mutually agreed.

10.2 The products stored in the terminals are subject to the following controls and inventory:

- The tanks will be gauged before and after each receipt or issue and an inventory of the active tanks forwarded to the 16th Air Force (16AF) (USAFE) as of 0800 daily. Additionally, on the fifteenth and the end of each month, all tanks will be gauged and a complete inventory furnished to the Spanish Air Staff and to the 16AF Fuels Division.
- CAMPSA will sample tanks in accordance with Handbook 200 and DOD Manual 4140.25. These samples will be forwarded for analysis to the Instituto Nacional de Técnica Aeroespacial (INTA).
- CAMPSA will be responsible for tank cleaning. All tanks must be physically entered and inspected by Spanish and United States Air Force tank inspectors once each three years and cleaned if required.
- The gauges and filters at the fill stands must be calibrated and changed in accordance with existing regulations.

10.3 The appropriate Spanish and United States fuels management officers will coordinate with CAMPSA all movement of the products from the terminals to the bases. A projected weekly pumping schedule will be furnished to CAMPSA by the Spanish Air Staff and the 16AF Fuels Division for the coming 7-day period. Although every attempt will be made to adhere to the schedule, unforeseen changes may force the schedule to be modified. In these cases, CAMPSA must be able to provide continuous service. This schedule will be based on the provisions of Part I, Article 4 of this Annex and will maintain at least the base minimum as prescribed by current United States Air Force directives.

11. *Ullage*

11.1 When determined to be available by the Mixed Technical Commission, ullage will be provided to CAMPSA in the terminal storage stations at Loeches, La Muela, and El Arahal, on a temporary basis to accommodate movements of products through the pipeline in an emergency or other unusual situation.

11.2 Because of potential damage to empty underground storage tanks due to water table levels, such ullage will be kept available in partially filled tanks.

11.3 The United States forces shall not be responsible for any CAMPSA product degradation resulting from the provision of ullage in these tanks.

11.3.1 If such ullage must be used to accommodate movements of products of the United States forces, the Spanish Government shall not be responsible for any degradation of products of the United States forces resulting from co-mingling of products.

11.3.2 If such ullage must be used to accommodate movement of products of the Spanish Armed Forces or CAMPSA, the Spanish Government shall be responsible for any degradation of product of the United States forces and shall replace in kind, or otherwise compensate the United States forces for such degradation.

12. *Utilities for storage facilities*

Electrical power for the pump stations and the inland terminals at Loeches, La Muela, and El Arahal will be provided from commercial power sources and, in case of emergency, from the air bases.

13. *Mixed Technical Commission*

13.1 Composition: To carry out the provisions of this Annex, a Mixed Technical Commission is established, composed of:

- President: Chief of the 4th Division of Logistics of the joint staff of the Spanish Joint Chiefs of Staff;
- United States members: Chief of the United States Navy Fuels Branch at Rota Naval Base; Chief of the 16AF Fuels Division at Torrejon Air Base;
- Spanish members: One representative from each military service; two representatives of CAMPSA;
- Secretary: Chief of the Department of Energy of the joint staff of the Spanish Joint Chiefs of Staff.

13.2 Responsibilities: To coordinate the requirements of the United States forces with those of the Spanish Government for utilization of the pipeline, inland terminals, fuel storage tanks, and the petroleum sea terminal.

Any disagreements of the Mixed Technical Commission will be brought to the attention of the PMAA.

Part II. *Storage and Provision of Fuel*

1. *Authorizations for use and storage*

1.1 United States forces are authorized to use the following petroleum products IDAs:

1.1.1 Cartagena-San Pedro. Fuel storage depot with two tunnels which have six underground storage tanks and fifteen metal storage tanks, with related services including a pumping station and an underground emergency power plant, and a discharge/loading pier.

1.1.2 Rota Naval Base. Rota petroleum sea terminal including the bulk petroleum discharge/loading pier; twenty-eight large fuel tanks located at the southeast end of the base; nineteen miscellaneous tanks; the various pipelines connecting the piers with the various tanks, the tanks with each other and with the petroleum products pipeline described in Part I, Article 1 of this Annex; and the related services.
Storage tanks required for the issue of petroleum products to the terminals described in Part I, Article 1 of this Annex will be reserved.

1.1.3 Air bases. Petroleum products IDAs at Torrejon, Zaragoza, and Moron air bases.

1.2 United States forces are authorized to store petroleum products at the Spanish Navy petroleum installations at El Ferrol-La Graña according to quantities and tanks agreed to by both navies.

2. *Availability of petroleum products*

2.1 The naval petroleum products stored in the installations at El Ferrol-La Graña, and in the IDAs at Cartagena-San Pedro and Rota Naval Base will be considered as available for the Spanish and United States navies, as mutually agreed.

2.2 The aviation petroleum products stored in tanks at the Rota Naval Base sea terminal will be considered as available for the Spanish Armed Forces and United States forces, as mutually agreed.

3. *Authorizations for use at air bases*

3.1 The aviation petroleum products stored in the tanks at the inland terminals will be available to both United States and Spanish Air Forces through the fuel IDAs at the air bases mentioned in Part II, Article 1.1.3 of this Annex on request and according to a schedule established by them.

When it is necessary for the United States Air Force to store or restock petroleum products in Spanish Air Force installations not mentioned in this Annex, it will submit a request to do so through the PMAA.

3.2 The schedule for the supply of aviation petroleum products to the Spanish and United States Air Forces at Moron, Torrejon and Zaragoza Air Bases will be established by agreement of the Spanish Air Staff and the Fuels Division of 16AF at Torrejon Air Base according to the requirements of the two air forces taking into account possible emergency situations.

3.3 The restockage of aviation petroleum products will be carried out by the Spanish and the United States Air Forces at the Rota petroleum sea terminal in proportion to their consumption. Restockage for which the Spanish Air Force is responsible will be carried out by CAMPSA in accordance with a replacement-in-kind agreement with the United States Air Force.

4. *Authorizations for use at the naval bases*

Responsibility for the operation, management, and maintenance of petroleum products IDAs and installations mentioned in Part II, Articles 1.1.1, 1.1.2, and 1.2 of this Annex will be as follows:

4.1 Cartagena-San Pedro. The United States Navy is responsible for the operation, management, and maintenance of the petroleum products IDAs at Cartagena-San Pedro. The Spanish Navy and the United States Navy will jointly study the possibility of a transfer to the Spanish Navy of this responsibility at a mutually agreeable future date.

4.2 Rota Naval Base. The United States Navy is responsible for the operation, management, and maintenance of the Rota petroleum sea terminal. The Spanish Navy and the United States Navy will implement a program, the details of which will be agreed by the Commanding Admiral of Rota Naval Base and the Commander, United States Naval Activities Spain, to integrate Spanish Navy personnel into the administration of the Rota petroleum sea terminal with the purpose of training them in its operation to qualify them for a possible future transfer of responsibility to the Spanish Navy for the operation, management, and maintenance of the Rota petroleum sea terminal. The Spanish Navy and United States Navy will jointly prepare a program which will make possible the transfer of responsibility either because of the expiration of the Agreement on Friendship, Defense and Cooperation or for any other reason which may be mutually agreed.

4.3 El Ferrol-La Graña. The Spanish Navy is responsible for the operation, management, and maintenance of the petroleum products installations at El Ferrol-La Graña.

4.4 The responsibility for operation, management, and maintenance of IDAs and installations includes the control of the quality and quantity of petroleum products as well as the implementation of technical and safety standards as agreed. Each navy will accomplish periodic inspections of its petroleum products under the custody and control of the other navy as required for the purposes of quality control and inventory verification, and will have a representative present at issue and receipt of its product if it desires.

4.5 A joint maintenance and readiness conference on petroleum products IDAs and installations will be convened on an annual basis for the purpose of recording material deficiencies and making recommendations for corrective action. The conference membership will consist of Spanish Navy and United States Navy members specifically appointed by their superiors.

4.6 Procedures for issue and receipt of petroleum products at the IDAs and installations will be agreed between the two navies.

4.7 There will be no accessorial surcharges between the two navies for the receipt, storage, and issue of petroleum products at the IDAs and installations mentioned in Part II, Articles 1.1.1, 1.1.2, and 1.2 of this Annex.

5. *Utilization of piers*

The following procedures will be observed:

5.1 The moorage and the use of the piers designated to serve the petroleum IDAs and installations authorized for use by the United States will be regulated according to a schedule prepared by the base Commander in conjunction with the Commander, United States Naval Activities Spain, in accordance with the needs of both navies. Normally, military ships or ships carrying military cargo will have priority over commercial ships.

5.2 Other piers which could be used indirectly for the movement of petroleum products to the storage IDAs and installations made available to the United States may be used when necessary as authorized by the base Commander.

5.3 Pier management at El Ferrol-La Graña and Cartagena-San Pedro, which will be a Spanish responsibility, will include the establishment of technical safety instructions.

6. *Utilization of storage tanks at naval bases*

The Spanish Navy may store petroleum products for use by both navies in the IDAs mentioned in Part II, Articles 1.1.1 and 1.1.2 of this Annex on a schedule agreed upon by the

United States and Spanish navies when such products are compatible with applicable United States military specifications.

When necessary for the United States Navy either to store or to refuel petroleum products in any Spanish Navy installation not mentioned in this Annex, a request will be made through the PMAA.

7. *Utilization by CAMPSA of the Rota Naval Base receiving station*

The petroleum receiving station on the bulk petroleum discharge/loading pier included in the Rota petroleum sea terminal will be available for the use of CAMPSA, according to procedures mutually agreed by the Spanish Navy and the United States Navy and approved by the Spanish-United States Mixed Technical Commission. CAMPSA may also test for quality and quantity in the discharge of aviation products for replacement and of all products to be pumped through the pipeline.

At this receiving station, but not forming part of the IDAs granted to the United States forces, there is a 16-inch pipeline which connects the pier directly with CAMPSA fuel tanks located outside Rota Naval Base grounds, the utilization of which will also be governed by the above procedures.

8. *Acquisition of products by the Spanish Navy*

The Spanish Navy may acquire for its use petroleum products from stocks owned by the United States Government at the IDAs and installations mentioned in Part II, Articles 1.1.1, 1.1.2, and 1.2 of this Annex at a price and on the conditions agreed to by appropriate authorities of both Governments, taking into account the provisions of Part II, Article 4.7, or by replacement in kind in accordance with United States military specifications.

9. *Responsibilities at air bases*

9.1 The United States forces will be responsible for the operation, management, and maintenance of the petroleum products IDAs mentioned in Part II, Article 1.1.3 of this Annex. This responsibility includes the supervision and control of the quality and quantity of petroleum products from the point they are received at the IDAs from the terminals at El Arahah, Loeches, and La Muela, as well as the development and implementation of applicable technical safety instructions.

9.2 The Spanish and United States air forces will jointly study a program to qualify Spanish Air Force personnel to take over the IDAs mentioned in Part II, Article 1.1.3 of this Annex, either because of the expiration of the Agreement on Friendship, Defense and Cooperation or for any other reason which may be mutually agreed.

10. *Operations and maintenance costs*

The costs of operation and maintenance of the petroleum products IDAs and installations mentioned in Part II, Article 1 of this Annex will be borne by the Government responsible for their operation, management, and maintenance.

Part III. *Utilization of the Tarragona-Zaragoza pipeline*

The potential use by the United States forces of the Tarragona-Zaragoza pipeline shall be subject to arrangements between the appropriate United States and Spanish authorities, through the PMAA.

RELATED EXCHANGES OF NOTES

I a

EMBASSY OF THE UNITED STATES OF AMERICA
MADRID

July 2, 1982

No. 517

Excellency:

I have the honor to confirm, pursuant to Article 6.1 of Annex 3 to Complementary Agreement Two of the Agreement on Friendship, Defense and Cooperation signed on this date,¹ that the permanent and rotational units of the United States forces at Spanish bases and establishments and their force levels shall be as follows:

	<i>Type unit</i>	<i>Type aircraft or ships</i>	<i>Nr. auth</i>	<i>US personnel</i>		<i>Major activity</i>
				<i>Mil.</i>	<i>Civ.</i>	
TORREJON				4,507	685	
	Support/Maint.	NA	NA			Support and maintenance services for assigned, temporary and transient units, aircraft, and personnel
	Tactical Fighter Wing	TAC FTR ACFT	79			Air operations
	Air Traffic Control	NA	NA			Air traffic control
	Numbered AF HQ	NA	NA			Command functions
	Military Airlift Aerial Port	NA	NA			Transient airlift support
	Communications Group HQ	NA	NA			Communications and administrative services
ZARAGOZA AIR BASE:				2,304	189	
	Support/Maint.	NA	NA			Support and maintenance services for assigned, temporary and transient units, aircraft, and personnel
	Air Refueling Detachment	Air Refueling	5			Air operations

¹ See p. 185 of this volume.

<i>Type unit</i>	<i>Type aircraft or ships</i>	<i>Nr. auth</i>	<i>US personnel</i>		<i>Major activity</i>
			<i>Mil.</i>	<i>Civ.</i>	
Air Rescue Detachment	Helicopter	5			Rescue operations
Tactical Fighter Training Wing	TAC FTR ACFT	48			Training
Communications	NA	NA			Communications Services
MORÓN AIR BASE:			386	43	
Support/Maint.	NA	NA			Support and maintenance services for periodically deployed, temporary and transient units, aircraft and personnel
Air Refueling Detachment	Air Refueling	15			Air operations
Communications	NA	NA			Communications services
Naval Transmitter Station	NA	NA			Communications services
ROTA NAVAL AIR BASE:			5,093	746	
Naval Station	ADMIN ACFT	5			Support and maintenance services for assigned, temporary and transient units, aircraft and personnel
Military Airlift Aerial Port	NA	NA			Transient airlift support
Logistic Support Squadrons	Logistic ACFT	8			Logistic support for fleet units
Fleet Air Reconnaissance Squadron	RECON ACFT	13			Naval reconnaissance
Patrol Squadrons	Patrol ACFT	18			Maritime patrol
Construction Battalion	NA	NA			Construction
Communications Station	NA	NA			Communications
Ocean Surveillance and information	NA	NA			Fleet support

	Type unit	Type aircraft or ships	Nr. auth	US personnel		Major activity
				Mil.	Civ.	
ESTACA DE BARES:						
	Communications Station	NA	NA	21	0	Communications
GUARDAMAR:						
	Communications Station	NA	NA	0	0	Communications
HUMOSA:						
	Communications Station	NA	NA	105	1	Communications
INOGES:						
	Communications Station	NA	NA	28	0	Communications
MENORCA:						
	Communications Station	NA	NA	29	0	Communications
SOLLER:						
	Communications Station	NA	NA	29	2	Communications
ESTARTIT:						
	Loran Station	NA	NA	20	3	Radio navigation
SONSECA:						
	Meteorological Seismographic	NA	NA	18	0	Meteorological and seismographic observation
CARTAGENA:						
	Depot	NA	NA	5	0	POL/ammunition storage
TOTALS				12,545	1,669	

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

Accept, Excellency, the renewed assurances of my highest consideration.

[Signed]

TERENCE A. TODMAN
Embajador de Estados Unidos en España¹

His Excellency José Pedro Pérez-Llorca y Rodrigo
Minister of Foreign Affairs
Madrid

¹ Ambassador of the United States to Spain.

[TRANSLATION—TRADUCTION]

MINISTRY OF FOREIGN AFFAIRS

Madrid, 2 July 1982

No. 247/1

Sir,

I have the honour to acknowledge receipt of your note of today's date, which reads as follows:

[See note I a]

I wish to inform you that the Government of Spain agrees that your note and this reply should constitute an Agreement between our two Governments.

Accept, Sir, etc.

His Excellency Mr. Terence A. Todman
Ambassador of the United States of America
Madrid

I b

EMBASSY OF THE UNITED STATES OF AMERICA
MADRID

No. 518

July 2, 1982

Excellency:

I have the honor to confirm, pursuant to Article 6.3 of Annex 3 to Complementary Agreement Two of the Agreement on Friendship, Defense and Cooperation signed on this date, that the United States forces, in addition to those included in the force levels applicable to permanent and rotational units, may assign temporarily at the Spanish bases and establishments specified in Annex 2 of Complementary Agreement Two, additional United States military and civilian personnel of:

United States Navy (including USMC).....	600
United States Air Force.....	735
United States Army.....	20

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

Accept, Excellency, the renewed assurances of my highest consideration.

[Signed]

TERENCE A. TODMAN

Embajador de Estados Unidos en España¹

His Excellency José Pedro Pérez-Llorca y Rodrigo
Minister of Foreign Affairs
Madrid

¹ Ambassador of the United States to Spain.

[TRANSLATION—TRADUCTION]

MINISTRY OF FOREIGN AFFAIRS

Madrid, 2 July 1982

No. 248/1

Sir,

I have the honour to acknowledge receipt of your note of today's date, which reads as follows:

[*See note I b*]

I wish to inform you that the Government of Spain agrees that your note and this reply should constitute an Agreement between our two Governments.

Accept, Sir, etc.

His Excellency Mr. Terence A. Todman
Ambassador of the United States of America
Madrid

COMPLEMENTARY AGREEMENT¹ THREE

COOPERATION IN DEFENSE SUPPORT

Article 1. Pursuant to Article Two of the Agreement on Friendship, Defense and Cooperation,² the Government of the United States recognizes the need for modernization of the Spanish Armed Forces for the common defense as well as the financial and technical efforts of the Government of Spain to achieve this objective. In order to cooperate in these efforts, the Government of the United States is committed to use its best efforts to provide defense support for the Government of Spain on the best terms possible.

Article 2. The Government of the United States, pursuant to Article 1 of this Complementary Agreement and within the framework of a general provision to contribute to the modernization of the Spanish Armed Forces within the period the Agreement on Friendship, Defense and Cooperation is in force, and subject to the annual authorizations and appropriations contained in United States security assistance legislation, shall provide defense support to the Government of Spain in the highest amounts, the most favourable terms, and the widest variety of forms (including, when available, surplus and excess defense articles), as may be lawful and feasible.

Article 3. The cost of defense articles and services which the United States may provide to Spain, whether financed under the Foreign Military Sales financing program or by other means, will be computed in the manner most favorable to Spain permitted by United States legislation, including consideration of waivers of charges for research, development, and production costs and for use of plant and production equipment.

Article 4. In its deliveries of defense articles to Spain under this Complementary Agreement, the United States will take into account the urgent needs of the Spanish Armed Forces and will afford such articles a sufficiently high priority to assure their earliest possible receipt by Spain. This priority shall be applied without regard to the means of payment for such articles.

Article 5. Continuity of support for material through the United States armed forces logistical system shall be in accordance with such conditions specified in the letters of offer and acceptance pertaining to the materiel involved in each case.

Article 6. The appropriate authorities of the Spanish Armed Forces and the United States armed forces shall consult regarding the further development of the Spanish Aircraft Control and Warning Net.

Article 7. The appropriate authorities of the Spanish Armed Forces and the United States armed forces shall consult with a view toward enlarging the piers and corresponding services at Rota Naval Base for the use of both these forces. Costs of mutually agreed projects shall be shared as decided by the Parties.

Article 8. The appropriate authorities of the Spanish Armed Forces and the United States armed forces shall consult with a view toward determining other

¹ Came into force on 14 May 1983, upon notification by the Parties of the completion of the required constitutional procedures, in accordance with article 6.1 of the Agreement on Friendship, Defense and Cooperation.

² See p. 145 of this volume.

mutually beneficial joint-use projects. Costs of such agreed projects shall be shared as decided by the Parties.

Article 9. 9.1 Recognizing the desirability of associating the defense support program referred to in Article 2 of this Complementary Agreement as effectively as possible with the modernization program of the Spanish Armed Forces, the Parties agree that the closest cooperation and coordination shall be maintained by the United States Military Assistance and Advisory Group (MAAG) and the corresponding sections of the General Staffs of the Spanish forces.

9.2 To this same end, when the nature of the subject to be considered makes it available, the Chief of MAAG shall meet with the appropriate General Officer of the Joint Staff of the Spanish Joint Chiefs of Staff. In these meetings, the Chief of MAAG shall make such recommendations as he considers desirable for the implementation of the defense support program and the resolution of problems. These recommendations may include information on availability of defense articles from production or stocks, including excess and surplus materiel, and prices which may be applicable.

9.3 When desirable, cooperation carried out in the defense support program may also be implemented at other staff levels as well as within the mechanisms mentioned in Complementary Agreement One.¹

Article 10. This Complementary Agreement will enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.

DONE in Madrid, this 2nd day of July, 1982, in duplicate, in the Spanish and English languages, both texts being equally authentic.

For the Kingdom of Spain:

[Signed]

JOSÉ PEDRO PÉREZ-LLORCA
Ministro de Asuntos Exteriores²

For the United States of America:

[Signed]

TERENCE A. TODMAN
Embajador de Estados Unidos
en España³

¹ See p. 156 of this volume.

² Minister of Foreign Affairs.

³ Ambassador of the United States to Spain.

RELATED EXCHANGES OF NOTES

I a

EMBASSY OF THE UNITED STATES OF AMERICA
MADRID

No. 519

July 2, 1982

Excellency:

I have the honor to refer to Complementary Agreement Three to the Agreement on Friendship, Defense and Cooperation, signed on this date, and to inform you that, in furtherance of the purposes of that Complementary Agreement, my Government has requested from the United States Congress the sum of three million dollars (\$3,000,000) as a grant under the International Military Education and Training Program for training of personnel of the Spanish Armed Forces for the twelve month period beginning on October 1, 1982.

Accept, Excellency, the renewed assurances of my highest consideration.

[Signed]

TERENCE A. TODMAN

Embajador de Estados Unidos en España¹

His Excellency José Pedro Pérez-Llorca y Rodrigo
Minister of Foreign Affairs
Madrid

II a

[SPANISH TEXT—TEXTE ESPAGNOL]

MINISTERIO DE ASUNTOS EXTERIORES

N.º 252/1

Madrid, 2 de julio de 1982

Señor Embajador:

Tengo la honra de acusar recibo de su Nota de fecha de hoy, que, traducida al español, dice lo siguiente:

“Excelencia: Tengo el honor de referirme al Convenio Complementario Tres del Convenio de Amistad, Defensa y Cooperación, firmado en esta fecha, e informarle que, en cumplimiento de los fines de dicho Convenio Complementario, mi Gobierno ha solicitado del Congreso de los Estados Unidos de América la cantidad de tres millones de dólares (3.000.000 \$) como subvención dentro del “Programa de Enseñanza y Adiestramiento Militar” para la instrucción de personal de las Fuerzas Armadas Españolas durante el período de doce meses que comienza el 1 de octubre de 1982. Acepte, Excelencia, el renovado testimonio de mi más alta consideración.”

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

Excelentísimo Señor Terence A. Todman
Embajador de los Estados Unidos de América
Madrid

¹ Ambassador of the United States to Spain.

[TRANSLATION—TRADUCTION]

MINISTRY OF FOREIGN AFFAIRS

Madrid, 2 July 1982

No. 252/1

Sir,

I have the honour to acknowledge receipt of your note of today's date, which reads as follows:

[See note I a]

Accept, Sir, etc.

His Excellency Mr. Terence A. Todman
Ambassador of the United States of America
Madrid

I b

EMBASSY OF THE UNITED STATES OF AMERICA
MADRID

July 2, 1982

No. 521

Excellency:

I have the honor to refer to Complementary Agreement Three of the Agreement on Friendship, Defense and Cooperation, signed on this date, and to inform you that, in furtherance of the purposes of that Complementary Agreement, my Government has requested from the Congress the sum of four hundred million dollars (\$400,000,000) in Foreign Military Sales Financing for the Spanish armed services for the twelve-month period beginning on October 1, 1982.

I have the further honor to inform your Excellency that it is the intention of my Government to make available such financing on terms particularly favorable to Spain.

Accept, Excellency, the renewed assurances of my highest consideration.

[Signed]

TERENCE A. TODMAN
Embajador de Estados Unidos en España¹

His Excellency José Pedro Pérez-Llorca y Rodrigo
Minister of Foreign Affairs
Madrid

¹ Ambassador of the United States to Spain.

COMPLEMENTARY AGREEMENT¹ FOUR

DEFENSE INDUSTRIAL COOPERATION

Preamble

The Government of Spain and the Government of the United States of America, hereinafter referred to as the “Governments”;

Intending to increase their respective defense capabilities through more efficient cooperation in the areas of research and development, production, procurement and logistic support of defense equipment, in order to:

- Make the most cost-effective and rational use of the resources allocated to defense;
- Promote the widest possible use of standard or interoperable equipment; and
- Develop and maintain an advanced technology capability for the North Atlantic Alliance, and particularly with respect to the Parties to this Agreement;

Noting the substantial purchases of defense items by Spain from the United States and the purchase of defense items from Spain by the United States, and recognizing the desirability of working toward an equitable balance in defense trade between the two countries;

Recognizing that suppliers in each country should be afforded the opportunity to compete, on a reciprocal basis, for the procurement of defense products, equipment, materials and services, hereinafter referred to as “defense items and services”;

Seeking to improve the present situation and to strengthen their military capability and economic position through the mutual acquisition of standard or interoperable equipment and to achieve the above aims;

Enter into this Agreement, which sets out the guiding principles governing mutual cooperation in research and development, production, procurement and logistic support of conventional defense equipment.

Article 1. PRINCIPLES GOVERNING MUTUAL DEFENSE COOPERATION

1.1.1 Both Governments will take immediate steps to achieve and maintain an equitable balance in their exchanges, in terms of the value of contracts and technological levels, to the maximum practicable extent consistent with their national policies. An equitable balance, in principle, shall be achieved when the two Governments have implemented all practicable means at their disposal to maximize defense research and development (R&D) cooperation and reciprocal procurement to the extent compatible with the nature of each country’s technological and industrial base.

1.1.2 Both Governments will make their best efforts to facilitate defense R&D cooperation, coproduction of defense equipment and provision of opportunities to compete for procurement of defense items and services to include systems, subsystems, components, and spare parts at all technological levels.

¹ Came into force on 14 May 1983, upon notification by the Parties of the completion of the required constitutional procedures, in accordance with article 6.1 of the Agreement on Friendship, Defense and Cooperation.

1.1.3 In order to assess the mutual flow of defense procurement, the Governments have jointly determined counting procedures which are set down in Annex 1 to this Agreement, and which will apply to all defense items and services purchased by them directly or through their respective industries under this Agreement. Defense items and services are those items and services which may be procured utilizing appropriated funds of the United States Department of Defense or budgeted funds of the Spanish Ministry of Defense.

1.2 The Governments will, consistent with their relevant laws and regulations, give full and prompt consideration to all requests for cooperative R&D, and to all requests for production and procurement which are intended to enhance standardization and/or interoperability within the Atlantic Alliance.

1.3 In the interests of standardization and the effective utilization of scarce resources, each Government shall, to the extent possible, adopt qualified defense items that have been developed or produced in the other country to meet the requirements of the Government of such country.

1.4 Each Government shall from time to time notify the other Government of defense items that may not be acquired by the notifying Government from other than domestic sources, as well as those defense items that may be particularly suitable for acquisition by the other Government.

1.5 Both Governments will provide appropriate policy guidance and administrative procedures within their respective defense acquisition organizations to achieve and maintain the equitable balance mentioned in Article 1.1.1 of this Agreement, as well as the other aims of this Agreement.

1.6 Competitive contracting procedures shall normally be used in acquiring items of defense equipment developed or produced in each country for use by the other country's defense establishment.

1.7 Both Governments agree that consistent with and to the extent permitted by national laws and regulations, mutually agreed implementing procedures will incorporate the following:

1.7.1 Barriers to defense industrial cooperation including those to procurement of defense items developed or produced in the other country shall be removed. Specifically, offers or proposals of defense items produced in or defense services provided by each country will be evaluated without applying price differentials under "buy national" laws and regulations, and without applying the cost of applicable import duties;

1.7.2 Each country will give full consideration to all qualified sources in the other country. In addition, each country will give full consideration to all applications for qualification by sources in the other country;

1.7.3 Offers or proposals will be required to satisfy requirements of the purchasing Government concerning performance, quality, delivery and costs;

1.7.4 Provisions for duty-free certificates and related documentation;

1.7.5 Arrangements concerning quality control and audits of incurred costs and price proposals.

1.8 Both Governments will review defense items and services submitted as candidates for their respective requirements. They will indicate requirements and proposed purchases in a timely fashion, in accordance with national regulations, to ensure adequate time for their respective industries to qualify as eligible suppliers and to submit a bid or proposal.

1.9 Technical Data Packages (TDPs) shall not be transferred between the two countries without the written permission of those owning or controlling any associated proprietary rights. Each Government will ensure that any TDPs which it may receive from the other are not used for any purpose other than for the purpose of offering or bidding on or performing a prospective defense contract, without the prior written agreement of those owning or controlling proprietary rights, and that full protection shall be given to such proprietary rights, or to any privileged, protected, or classified data and information they contain.

1.10.1 Transfers to third parties of defense articles or technical data made available under this Agreement, and of articles produced with such data, will be subject to the prior written agreement of the Government that made available the defense articles or technical data, except as otherwise provided in particular arrangements between the two Governments or in multilateral agreements to which both Governments are parties.

1.10.2 Each Government will base its decisions regarding requests by the other for agreement to third party transfers on its laws, regulations and policies. Each Government will use the same criteria for proposed transfers by the other as it uses for itself, and will not reject, solely in the pursuit of its own national commercial advantage, a request from the other for a third country transfer of such defense articles or technical data.

1.11 Both Governments will use their best efforts to assist in negotiating licenses, royalties and technical information exchanges with their respective industries or other owners of such rights. Consistent with its laws and regulations, each Government will make available to the other all information necessary to implement cooperative arrangements under this Agreement. To the extent feasible, both Governments will seek an understanding with their respective industries that, in the interest of standardization and defense industrial cooperation, proprietary rights in defense-relevant information and data can be transferred by appropriate arrangements between the industries of the two countries.

1.12 Arrangements and procedures will, at the request of the purchasing Government, be established concerning follow-on logistic support for items of defense equipment purchased pursuant to this Agreement. Each Government will make its defense logistic systems and resources available to the other for this purpose as required and mutually agreed.

1.13 To the extent consistent with their respective laws and regulations and on the basis of reciprocity, each Government will waive its claims for reimbursement from the other with respect to non-recurring research, development, and production costs.

Article 2. IMPLEMENTING PROCEDURES

2.1 Both Governments agree to create a Joint Spanish-United States Committee for Defense Industrial Cooperation to which they will appoint representatives who will develop terms of reference for this Committee and procedures for implementing this Agreement. Such implementing procedures are included in Annex 1 to this Agreement.

2.2 The Under Secretary of Defense for Research and Engineering will be the responsible authority in the United States Department of Defense for the development of implementing procedures under this Agreement.

2.3 The Director General de Armamento y Material of the Ministry of Defense will be the responsible authority of the Government of Spain for the development of implementing procedures under this Agreement.

Article 3. INDUSTRY PARTICIPATION

3.1 Implementation of this Agreement will involve maximum industrial participation. Notwithstanding the governmental procedures to facilitate the implementation of this Agreement, it will be the basic responsibility of the industries in each country to identify and advise their Government of their respective capabilities for cooperation and to carry out the supporting actions to bring industrial participation to consummation.

3.2 Each Government will be responsible for calling to the attention of its relevant industries the basic understanding of this Agreement and the appropriate implementing guidance. Both Governments will take all necessary steps to ensure that their industries comply with the regulations pertaining to security and to safeguarding classified information.

3.3 The Governments will arrange that their respective defense acquisition organizations are made familiar with the principles and objectives of this Agreement, and will assist sources in the other country to obtain information concerning proposed purchases, necessary qualifications and appropriate documentation.

3.4 To encourage the exchange of information in accordance with the purpose of this Agreement, each Government will, pursuant to its national laws and regulations, take action to facilitate participation by properly cleared officials and representatives of the other country in informational symposia, program briefings and prebid conferences, as well as access to publications and visits to installations.

Article 4. SECURITY

4.1 Security arrangements under this Agreement will be subject to any subsequent security agreements entered into by the Governments. Until such security arrangements are agreed, the following provisions will apply;

- 4.1.1 To the extent that any items, plans, specifications, or information furnished in connection with the implementation of this Agreement are classified by the furnishing Government for security purposes, the other Government shall maintain a similar classification and employ security measures equivalent to those employed by the classifying Government.
- 4.1.2 Information provided by either Government to the other on condition that it remain confidential shall either remain in its original classification or be assigned a classification that ensures protection against disclosure equivalent to that required by the other Government. To assist in providing the desired protection, each Government will mark such information furnished with a legend indicating the origin of the information, that the information relates to this Agreement, and that the information is furnished in confidence.
- 4.1.3 Each Government will permit security experts of the other Government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other Government. Each Government will assist such experts in determining whether such information provided to it by the other Government is being adequately protected.

- 4.1.4 The recipient Government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating Government has been lost or disclosed to unauthorized persons. The recipient Government shall also promptly and fully inform the originating Government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

Article 5. DEFENSE PRODUCTION PROJECTS

5.1 The Government of the United States shall use its best efforts to furnish the Government of Spain such assistance as may be mutually agreed upon in light of the latter's priorities for the development, production, maintenance, repair and overhaul of Spanish defense equipment and materials, including arms and ammunition.

5.2 As a contribution to increasing the productive capacity of the Spanish military industry, defense production projects shall be designated by mutual agreement. A list of those projects under consideration shall be developed as soon as feasible; this list shall become part of this Agreement. Each Government shall from time to time notify the other of defense industrial cooperation projects it considers particularly suitable for addition to the list. These projects may be carried out by Spain alone, or as cooperative joint production projects by Spain and the United States, or as multilateral projects with the participation of one or more NATO countries as mutually agreed.

5.3 The Government of the United States will provide to the Government of Spain, or will assist the Government of Spain to obtain, wherever possible at no cost, or on terms no less favorable than those extended by the Government of the United States to other NATO countries, the industrial property rights requested by the Government of Spain to develop its own defense production or to promote standardization and interoperability of equipment manufactured in Spain with that of the United States, and with other members of the NATO Alliance.

5.4 In accordance with the objectives set forth in Article 1.1.1 of this Agreement and the other goals of this Agreement, the Governments may enter into specific Government-to-Government or Government-to-industry agreements for cooperation in developing, producing, coproducing or procuring defense items.

Article 6. ADMINISTRATION

6.1 The Spanish-United States Joint Committee for Defense Industrial Cooperation will be co-chaired by the authorities referred to in Article 2 of this Agreement, or their designated representatives. The Committee will meet as agreed at the request of either Government, but a minimum of once a year to review progress in implementing this Agreement. It will discuss the research, development, production, procurement and logistics support needs of each country and the likely areas of cooperation; develop the list of defense industrial cooperation projects mentioned in Article 5.2 of this Agreement; agree to the basis of and keep under review the financial statement referred to in Article 6.3 of this Agreement; and consider any other matters relevant to this Agreement.

6.2 Each Government will designate points of contact at the Ministry/Department of Defense level, in each purchasing Service/Agency under the Ministry/Department of Defense, and with other Government Departments and Agencies as appropriate.

6.3 An annual Spanish-United States statement of the current balance and long-term trends of R&D cooperation, production, and purchases between the two countries will be prepared on a basis to be mutually agreed.

Article 7. EFFECT OF TERMINATION

7.1 Notwithstanding the expiration or termination of this Agreement, any contract entered into consistent with the terms of this Agreement will continue in effect, unless the contract is terminated in accordance with its own terms.

7.2 Articles 1.9, 1.10 and Article 4 of this Agreement will continue in full force and effect after, and notwithstanding the expiration or termination of this Agreement.

Article 8. ENTRY INTO FORCE

8.1 This Agreement, including its Annexes, will enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.

8.2 Supplementary protocols which may be negotiated by the responsible officials and approved by the appropriate Government authorities will be incorporated in this Agreement and made an integral part thereof.

DONE in Madrid, this 2nd day of July, 1982, in duplicate, in the Spanish and English languages, both texts being equally authentic.

For the Kingdom of Spain:
[Signed]
JOSÉ PEDRO PÉREZ-LLORCA
Ministro de Asuntos Exteriores¹

For the United States of America:
[Signed]
TERENCE A. TODMAN
Embajador de Estados Unidos
en España²

COMPLEMENTARY AGREEMENT FOUR

DEFENSE INDUSTRIAL COOPERATION

ANNEX 1. PRINCIPLES GOVERNING IMPLEMENTATION

Article 1. INTRODUCTION

This Annex sets forth the procedures agreed upon by the Governments of Spain and the United States to implement Complementary Agreement Four, hereinafter referred to as "the Agreement" to the Agreement on Friendship, Defense and Cooperation between the two countries.³

¹ Minister of Foreign Affairs.

² Ambassador of the United States to Spain.

³ See p. 145 of this volume.

Article 2. MAJOR PRINCIPLES

2.1 Each Government will consider for its defense requirements qualified defense items and services developed or produced in the other country.

2.2 The responsible Government authorities in each country will assist sources in the other country to obtain appropriate information concerning:

2.2.1 Plans and programs for research, development, production and acquisition of defense items and services.

2.2.2 Requirements for the qualification of sources.

2.2.3 Specifications and quality assurance standards.

Both Governments will respond promptly to requests for information that comply with their respective regulations and procedures. However, notwithstanding the governmental procedures established to facilitate the Agreement, it will be the responsibility of Government and/or industry representatives in each country to acquire information concerning the other country's research, development and procurement plans and to respond to solicitations in accordance with the prescribed acquisition regulations and procedures of the purchasing country.

Article 3. ACTIONS

3.1 Both Governments will review and, where considered necessary, revise policies, procedures and regulations to ensure that the principles and objectives of the Agreement, which are intended to be compatible with the broad aims of NATO standardization and interoperability, are taken into account. Recognizing that factors such as delivery date requirements for supplies, the interests of security, and the timely conduct of the contracting process must be considered, both Governments agree that the following measures will be taken to ensure free and full competition for the award of contracts:

- 3.1.1 Ensure that, as a minimum, the following entities are familiar with the principles, objectives and terms of the Agreement:
 - Their respective defense planning, programming, and contracting offices.
 - Their respective offices responsible for defense imports and exports.
 - Their respective agencies and industries responsible for the research, development, and production of defense items and/or services.
- 3.1.2 Ensure that, consistent with national laws and regulations, offers of defense items developed and/or produced in the other country will be evaluated without applying to such offers either price differentials under "buy-national" laws and regulations or the cost of import duties.
- 3.1.3 Consistent with national laws and regulations, provisions will be made for duty-free entry certificates and related documentation.
- 3.1.4 Assist industries in their respective countries to advise the other Government of their capabilities, and assist such industries in carrying out the supporting actions to maximize industrial participation in the implementation of the Agreement.
- 3.1.5 Consider defense items and services offered by the Government or industry of the other country as candidates for their respective requirements. Identify specific requirements and proposed purchases to the other country in a timely fashion to ensure that agencies and industries of such country are afforded adequate time to be able to participate in the research, development, production, and procurement processes.
- 3.1.6 Use their best efforts to assist in negotiating licenses, royalties, and technical information exchanges among their respective industries, and research and development institutes.
- 3.1.7 Permit the sale of defense equipment produced under license, coproduction agreements and/or joint development projects to allied countries and to appropriate third countries, subject to the policy outlined in Article 1.10 of the Agreement. Each agreement for a joint development or coproduction will address transfers of items or technology to allied or third countries.

- 3.1.8 Ensure that those items and services excluded from consideration under the Agreement for reasons of protecting national requirements, such as the maintenance of a defense mobilization base, are limited to a small percentage of total annual defense acquisition spending. Such items and services, together with those that must be excluded from consideration under the Agreement because of legally imposed restrictions on acquisition from non-national sources, will be identified as soon as possible by the Department of Defense as well as by the Ministry of Defense. Lists of these items and services will be prepared and kept under review at this level.
- 3.1.9 Pursuant to its national laws and regulations, facilitate arrangements for visits by properly cleared Government officials and industry representatives of the other country to explore and actively promote cooperation possibilities for research, development, production, procurement and logistic support of defense equipment.
- 3.2 Both Governments will ensure that their respective actions under the Agreement in working toward an equitable balance in defense trade, take into consideration the level of technology involved as well as the contractual value of the items being purchased.

Article 4. COUNTING PROCEDURES

4.1 The purchases and other transactions to be counted against the goals of the Agreement will be identified jointly by the Department of Defense and Ministry of Defense. In principle, all defense items and services purchased by the Department of Defense or Ministry of Defense from the other country will be counted as long as such purchases meet the following criteria:

- 4.1.1 Direct purchases by the Department of Defense or Ministry of Defense, including their respective agencies, one from the other.
- 4.1.2 Purchases by either the Department of Defense or Ministry of Defense from the industry of the other country. When such purchases involve offset agreements between the Government of either country and the industry of the other country, the amount of such offset shall be applied in calculating the balance.
- 4.1.3 Purchases by industry from the Government or industry of the other country in the framework of Government defense contracts.
- 4.1.4 Purchases by a third country government from the Government of Spain or the Government of the United States or the industry of either country when either of the following circumstances occur:
- The sale requires the prior agreement of the non-vendor Government.
 - The sale is a direct result of the promotional efforts by the Government or industry of the non-vendor country, which fact has been previously acknowledged and agreed by the vendor party.
- 4.1.5 Acquisitions by either country of defense items or services resulting from projects jointly funded by both countries.
- 4.1.6 License fees, royalties and other associated income resulting from orders placed by the Ministry of Defense or the Department of Defense and/or industry in one country with a licensed company in the other country; or in Ministry of Defense-Department of Defense transactions.
- 4.1.7 Transfers of technology, and production, testing and quality control equipment required to achieve the goals of the Agreement.
- 4.1.8 Contributions by one country in research, development and demonstration programs in the other country that have been agreed by both Governments.
- 4.1.9 Purchases of non-defense items and services by the Government or industry of either country from the Government or industry of the other, provided that both Governments agree that any particular purchase is to be counted against the goals of the Agreement.

4.2 The following transactions will not be counted:

- 4.2.1 Maintenance and logistic support activities in either country under contracts in effect before the effective date of the Agreement.
- 4.2.2 Any transaction being carried out under contracts and agreements in effect before the effective date of the Agreement.
- 4.2.3 Operational expenses of either Government to achieve the goals of the Agreement.

4.3 Transactions listed in Article 4.1 of this Annex, and any others that both Governments agree, will be credited in the following manner:

- 4.3.1 At the value of the contract on its effective date.
- 4.3.2 Purchases by third countries of defense items or services from the Government of Spain or the Government of the United States or the industry of either country as described in Article 4.1.4 of this Annex, will be credited as a sale by the non-vendor country, as follows:
 - When authorization by the non-vendor Government is required; only the value of the item(s) directly related to the authorization will be credited.
 - When the sale is the direct result of promotional efforts by the Government or industry of the non-vendor country; only the value of parts, subassemblies, assemblies, equipment and services supplied by either the Government of Spain or the Government of the United States or their respective industries will be credited.

4.4 The following transactions will be credited in the manner and amounts agreed by both Governments:

- License fees, royalties, and any other income resulting from transfers of technology, and production, testing and quality control equipment between both countries.
- Orders placed by the Ministry of Defense or the Department of Defense and/or industry in one country with a licensed company in the other country, or from Department of Defense-Ministry of Defense transactions.
- Contributions by one country in research, development and demonstration programs in the other country.

4.5 Transactions will be credited according to the exchange rate of the respective currencies on the effective date of the transaction.

4.6 Each Government will prepare an annual counting report. These reports will summarize the data counted pursuant to each of the categories above. Supporting data for each category included in the summary will indicate the item supplied, the parties to the transaction, transaction date, and credited value. Both Governments will exchange the summary reports and supporting data sufficiently in advance of the annual meeting to permit review and comment or agreement by the other at least two (2) weeks prior to the meeting. Any disagreement concerning the reports will be settled by the Joint Committee established pursuant to Article 2.1 of the Agreement.

Article 5. ADMINISTRATION

5.1 Each Government will designate points of contact at their respective Ministry/Department of Defense levels, as well as within other relevant departments and agencies, for the purpose of carrying out those actions necessary to implement the Agreement.

5.2 The Joint Committee for Defense Industrial Cooperation will be responsible for the general administration of the Agreement. Its terms of reference are contained in Annex 2 to the Agreement.

5.3 Quality assurance procedures outlined in STANAGS 4107 and 4108 will apply, unless other provisions are mutually agreed to on any specific contract. Reimbursement for services provided shall be afforded in accordance with the national laws and regulations of each country.

COMPLEMENTARY AGREEMENT FOUR

DEFENSE INDUSTRIAL COOPERATION

ANNEX 2. TERMS OF REFERENCE AND ACTIONS OF THE JOINT COMMITTEE FOR DEFENSE INDUSTRIAL COOPERATION

Article 1. The Spanish-United States Joint Committee for Defense Industrial Cooperation, hereinafter called “the Committee”, referred to in Article 2.1 of Complementary Agreement Four, hereinafter referred to as “the Agreement”, will be co-chaired by and will operate under the direct responsibility of the authorities from both Governments cited in Articles 2.2 and 2.3 of the Agreement. It will be the main body responsible for implementation of the Agreement.

Article 2. To this end, the Committee will meet not less than once in each calendar year as agreed upon by the co-chairmen. The meetings will be devoted to reviewing the progress in implementing and accomplishing the Agreement. In particular, it will review progress in removing obstacles to achievement of the Agreement goals, and the effectiveness of definite actions that may be mutually agreed to reach these goals. Furthermore, the Committee will:

- 2.1 Discuss each country’s requirements of research, development, production, procurement and logistic support of defense items, as well as the evaluation of possible areas for cooperation and activities to be jointly developed.
- 2.2 Exchange information as to the way the stipulations of the Agreement have been implemented and carried out, and, if need be, prepare proposals for amendments to the Agreement and/or its Annexes.
- 2.3 Develop guidance for the preparation of the annual counting report on the trade balance; approve the report and formulate conclusions and recommendations from it, to include any long-term trends which may be established.
- 2.4 Consider any other matters relevant to the Agreement.

Article 3. The Committee will alternately meet in Spain and in the United States. In its first meeting it will appoint two Secretaries, one for each country, who will jointly prepare the agenda for the following meeting. The country in which a particular meeting takes place will provide the secretarial services for it. English and Spanish will be the working languages and each Government will cover the expenses for translating into its language the documents provided by the other Government in its language. The Committee will prepare its own internal procedures which will be approved in its meeting records.

COMPLEMENTARY AGREEMENT¹ FIVE

STATUS OF UNITED STATES FORCES IN SPAIN

Preamble

For the purpose of supplementing the “Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces”, signed at London on 19 June 1951,² hereinafter referred to as the “Status of Forces Agreement”, the Governments of Spain and the United States have agreed as follows with respect to United States forces in Spain:

Article 1. DEFINITIONS

1.1 The term “civilian component” as defined in Article I, paragraph 1(b) of the Status of Forces Agreement shall also mean employees of a non-Spanish and non-commercial organization 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 force, are accompanying those forces in Spain.

1.2 The term “dependent” as defined in Article I, paragraph 1(c) of the Status of Forces Agreement, shall also include a parent of a member of the force or its civilian component, or of the spouse of such a member, who is financially or for reasons of health dependent upon and supported by such a member, who shares the quarters occupied by such a member and who is present in Spain with the consent of the military authorities of the United States. Upon approval by the Joint Committee for Politico-Military Administrative Affairs, other family members may be included in this provision as dependents when warranted by special circumstances.

1.3 The definition of the term “duty” in Article XI, paragraph 12 of the Status of Forces Agreement shall apply wherever that term is used in this Agreement in connection with an importation or exportation.

1.4 The term “local labor personnel” as used in this Agreement and its Annex 2 means persons, other than members of the force, the civilian component, dependents, and persons referred to in Article 8.1 of Annex 2 of this Agreement, engaged in labor activity at the service of the United States forces on Spanish military bases or establishments.

Article 2. ENTRY AND EXIT

2.1 In accordance with current practices and unless otherwise mutually agreed, the Spanish Government waives its authority under Article III, paragraph 2(b) of the Status of Forces Agreement to require countersignature of movement orders.

2.2 The Spanish Government shall not require visas for entry into and departure from Spain for members of the civilian component and dependents. Spanish authorities shall make the annotations required by Spanish law in the passports of such persons.

¹ Came into force on 14 May 1983, upon notification by the Parties of the completion of the required constitutional procedures, in accordance with article 6.1 of the Agreement on Friendship, Defense and Cooperation.

² United Nations, *Treaty Series*, vol. 199, p. 67.

2.3 Members of the force, the civilian component, and their dependents shall be exempt from registration and control as aliens.

2.4 The commander of the base or establishment in which there are IDAs shall establish, in collaboration with the Commander of the United States Forces, the necessary controls and procedures to comply with the provisions in Articles 2.1 and 2.2 of this Agreement.

2.5 During their stay in Spain, members of the force, the civilian component, and their dependents will prove their status with either the documentation provided for in Article III of the Status of Forces Agreement, or by a special identification card issued by the United States military authorities according to a standard bilingual form communicated to the Joint Committee for Politico-Military Administrative Affairs. The above documentation shall be valid in Spanish territory.

Article 3. DRIVERS' LICENSES

3.1 With respect to the provisions of Article IV of the Status of Forces Agreement, members of the force, the civilian component, and dependents holding valid drivers' licenses issued by a competent authority of the United States shall receive Spanish drivers' licenses. These licenses shall be issued free of charge by the competent provincial Jefatura de Tráfico, without test.

3.2 The applicant 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 competent provincial Jefatura de Tráfico, which shall 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 shall be returned to him.

3.3 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.

3.4 Spanish drivers' licenses issued in accordance with this Article will remain valid for the period of time provided by Spanish law, and shall be renewed free of charge and without test, as necessary to assure validity, for the duration of the bearer's assignment 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 Article shall be subject to such temporary or permanent withdrawal measures as may be decided by the Spanish Government or judicial authorities in accordance with current laws, as a consequence of traffic violations committed by the licensees.

3.5 Operators of United States Government vehicles must possess valid United States military drivers' licenses, together with a Spanish translation thereof. No Spanish driver's license will be required for the operation of such vehicles by members of the force or of the civilian component in Spain.

Article 4. CRIMINAL JURISDICTION

4.1 In accordance with the provisions of Article VII, paragraph 3(c) of the Status of Forces Agreement, Spain recognizes the particular importance of disciplinary

control by the United States military authorities over the members of the force, which has an effect upon operational readiness, and therefore Spanish authorities, except in cases of particular significance to them, will exercise their right to waive their primary jurisdiction upon request of the United States authorities, in accordance with the procedures specified in Article 4.2 of this Agreement.

4.2 Requests by the United States authorities for a waiver of the Spanish right to primary jurisdiction shall be processed in accordance with the following procedures:

- 4.2.1 A request for waiver of jurisdiction shall be presented to the Joint Committee for Politico-Military Administrative Affairs within a period of thirty (30) days following the date the United States military authorities become aware of the initiation of proceedings against an accused.
- 4.2.2 The request shall be reviewed by the Joint Committee for Politico-Military Administrative Affairs which shall submit a recommendation to the appropriate Spanish authorities within fifteen (15) days.
- 4.2.3 The appropriate Spanish authorities shall make a decision on the request within thirty (30) days of receipt.
- 4.2.4 If Spanish authorities do not waive their jurisdiction, the case will be given preferential treatment to obtain a decision in the shortest possible time.

Article 5. OFFICIAL DUTY CERTIFICATES

5.1 When a member of the force or of the civilian component 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 evidence of such fact unless there is proof to the contrary.

5.2 In the event the appropriate Spanish authorities have a doubt concerning the certificate it will be reviewed by the Joint Committee for Politico-Military Administrative Affairs, which shall submit a recommendation to those authorities within thirty (30) days.

Article 6. CUSTODY AND ACCESS

6.1 The custody of a member of the force over whom Spanish jurisdiction is being exercised shall be entrusted to the military authorities of the United States, who will assume the corresponding responsibility, at their request and within their own powers, until the conclusion of judicial proceedings.

6.2 During the period of custody, the United States military authorities shall give full consideration to the decisions of the Spanish judicial authorities regarding conditions of custody.

6.3 The United States military authorities shall guarantee the immediate appearance of these persons before the competent Spanish judicial authorities in any proceedings that may require the presence and, in any case, the appearance of such persons at the trial. In the event Spanish judicial proceedings are not completed within one year, the United States military authorities shall be relieved of any obligations under this paragraph. This one year period will not include the time necessary for appeal.

6.4 In criminal proceedings in Spanish courts against a member of the force, the following rules shall apply:

- 6.4.1 If the court decrees provisional liberty without bail, the guarantees of Article 6.3 of this Agreement will satisfy the obligation of periodic reporting called for in Spanish laws.
- 6.4.2 If the court decrees provisional confinement without bail or the bail decreed has not been provided, the United States military authorities may, if they have the appropriate powers, maintain the custody with restriction of movement and effective vigilance. In this event, the time served is custody under these circumstances may be credited against any sentence to confinement eventually adjudged.
- 6.4.3 If the court accepts bail from said member, the military authorities shall be relieved of all responsibility for custody in accordance with the provisions of this Article.

Article 7. CONFINEMENT AND VISITATION

Confinement imposed by a Spanish court upon members of the force, the civilian component, or dependents, shall be served in Spanish penal institutions agreed upon for that purpose by the Joint Committee for Politico-Military Administrative Affairs with the General Directorate of Penal Institutions, among those established for the custody level assigned to the prisoner. 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 8. DISCIPLINE

8.1 The military authorities of the force are responsible for the maintenance of discipline over members of the force.

8.2 In furtherance of the maintenance of discipline, United States military authorities may, in coordination with the Commander of the base or establishment, establish military police or shore patrol units on the bases or establishments where United States forces are located, under regulations which will be furnished to the Joint Committee for Politico-Military Administrative Affairs for coordination and review. United States military authorities may also authorize the use of such units in communities near military bases or establishments, in cooperation with local police officials, under regulations agreed to by the Spanish and United States military authorities. These regulations will also be furnished to the Joint Committee for Politico-Military Administrative Affairs for coordination and review.

Article 9. CLAIMS

9.1 Members of the force and of the civilian component 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, to the extent that such suit deals with the civil liabilities arising from the offense. Such claims may be presented to the Spanish military administration and processed according to the provisions contained in Article VIII of the Status of Forces Agreement.

9.2 If it should be necessary to determine the applicability of Article 9.1 of this Agreement, the military authorities of the United States may issue an official certificate stating that a certain act or omission of a member of the force or of the civilian component took place during 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.

9.3 As used in this Article, the term "civilian component" includes local labor personnel acting in the performance of official duty assigned by the United States forces. This term does not include contractors of the United States, and the employees of such contractors, nor members of the civilian component not employed by the United States forces.

9.4 In case of exercises or maneuvers in Spain, authorized by the Government of Spain in which only United States forces participate, claims for damage or injury to persons or property in Spain shall be adjudicated and settled in accordance with Article VIII of the Status of Forces Agreement. However, for authorization of exercises or maneuvers not related to NATO the United States may also be asked to pay a contribution for the administrative costs incurred by the Spanish Government for those exercises in an amount to be agreed upon by the Joint Committee for Politico-Military Administrative Affairs.

Article 10. PERSONAL TAX EXEMPTIONS

10.1 With respect to Article IX of the Status of Forces Agreement, except as provided in this Article, the acquisition of goods and services in the Spanish market by members of the force or of the civilian component or by dependents for personal purposes shall be subject to applicable Spanish taxes. Members of the force and of the civilian component, 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 amongst themselves, or transfer by death of their tangible movable property imported into Spain or acquired there for their personal use. However, the second motor vehicle owned by a member of the force, or of the civilian component, shall be subject to the Spanish circulation tax.

10.2 The exemption from taxes on income provided by Article X of the Status of Forces Agreement shall also apply to income received by members of the force or of the civilian component from employment with the organizations referred to in Article 17 of this Agreement and to income derived from sources located outside of Spain.

10.3 The exemption from taxes on income provided by Article X of the Status of Forces Agreement shall not apply to other income from sources in Spain that would otherwise be taxable under Spanish law.

Article 11. OFFICIAL IMPORTATION, EXPORTATION AND LOCAL PURCHASE

11.1 With reference to Article XI of the Status of Forces Agreement, the importation of material, equipment, supplies, provisions, and other property into Spain by the United States forces for official purposes in the exercise of the functions authorized in Complementary Agreement Two and its Annexes shall be exempt from all types of Spanish duties. The acquisition of such property within Spain by the United

States Forces for the same purposes shall enjoy the fiscal benefits granted to exports and shall be exempt from all types of Spanish taxes, duties, and charges which apply directly, if the total cost of an acquisition equals or exceeds one hundred thousand (100,000) pesetas.

11.2 The exportation from Spain by the United States forces of the material, equipment, supplies, provisions, and other property referred to in Article 11.1 of this Agreement shall be exempt from all types of Spanish duties.

11.3 The exemptions provided in Articles 11.1 and 11.2 of this Agreement shall also apply to material, equipment, supplies, provisions, and other property imported or acquired in the Spanish domestic market by or on behalf of the United States forces for use by a contractor executing a contract for such forces within the framework of the Agreement on Friendship, Defense and Cooperation. The importation of passenger vehicles is excluded from this exemption. The United States forces shall cooperate fully with the authorities of the Spanish Ministry of Finance for the control of activities carried out by contractors pursuant to this paragraph.

11.4 The exemptions provided in Article 11.3 of this Agreement 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 Agreement on Friendship, Defense and Cooperation.¹

Article 12. IMPORTATION, EXPORTATION, AND PURCHASE IN SPAIN OF PERSONAL MOTOR VEHICLES

12.1 With reference to Article XI, paragraphs 5, 6, and 7 of the Status of Forces Agreement, personal effects, household goods, and furniture intended for the exclusive use of members of the force or of the civilian component, or of a dependent, may, on the occasion of their initial arrival in Spain and during a period of six months thereafter, be imported into and retained in Spain free of all types of Spanish duties.

12.2 Members of the force and civilian component may own and maintain, at any one time, one motor vehicle imported under this exemption and one motor vehicle of Spanish manufacture purchased in Spain in accordance with special arrangements and free of the Spanish luxury tax. Dependents may own and maintain under the same conditions one motor vehicle of Spanish manufacture.

12.3 The importation into Spain through military post offices referred to in Article 21 of this Agreement of articles for the personal use of members of the force or of the civilian component and dependents shall be free of Spanish duties if the value of such articles does not exceed the equivalent in pesetas of one hundred (\$100.00) United States dollars.

12.4 The property imported under the provisions of Articles 12.1, 12.2, and 12.3 of this Agreement shall, without prejudice to the exemptions provided by Article 12 of this Agreement, be considered as temporarily imported property for Spanish tax and customs purposes.

12.5 The property referred to in Articles 12.1, 12.2, and 12.3 of this Agreement may not be transferred, given 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.

¹ See p. 145 of this volume.

12.6 The exportation of property referred to in Articles 12.1, 12.2 and 12.3 of this Agreement or acquired in Spain for the owner's personal use shall be exempt from all types of Spanish duties.

Article 13. CUSTOMS FORMALITIES

13.1 The special arrangements referred to in Article XI, paragraph 10 of the Status of Forces Agreement shall be adopted by the Spanish customs authorities upon the proposal of the Joint Committee for Politico-Military Administrative Affairs.

13.2 Recommendations to Spanish authorities for applying general Spanish customs provisions to activities carried out under this Agreement pursuant to Article XII, paragraph 1 of the Status of Forces Agreement shall be developed by the Joint Committee for Politico-Military Administrative Affairs.

13.3 The Commander of the base or establishment in which there are IDAs shall establish, in collaboration with the Commander of the United States Forces, the necessary customs controls to carry out the procedures contained in Articles 13.1 and 13.2 of this Agreement.

Article 14. PERFORMANCE OF CONSTRUCTION IN SPAIN

14.1 For the exercise of the functions authorized under the Agreement on Friendship, Defense, and Cooperation, projects, work, or construction shall be carried out by members of the force or by Spanish contractors who are capable of doing the work under the required conditions directly or through a United States prime contractor. United States firms authorized to do business in Spain according to Spanish law, are considered to be Spanish contractors. Contracts entered into directly by the United States under this provision shall be in accordance with United States laws and regulations.

14.2 The contracts to be awarded shall be forwarded to the Joint Committee for Politico-Military Administrative Affairs for its information.

14.3 Spanish contractors shall meet the requirements established by the Spanish Government for the execution of an analogous public work for the Spanish Government. In case of doubt as to the status of an eligible contractor, United States authorities shall seek the assistance of the Joint Committee for Politico-Military Administrative Affairs to verify such status.

14.4 Without prejudice to other rights the Parties may have under a contract, a breach of contract on the part of a Spanish contractor shall have the same consequences for the contractor for purposes of future contracting with the Spanish Government as would occur with a breach of a contract with the Spanish public administration.

14.5 In the exceptional case in which a contract cannot be performed by a contractor referred to in Article 14.1 of this Agreement, the Joint Committee for Politico-Military Administrative Affairs may authorize its performance by another contractor. In such cases, the Spanish Government shall have the right to disapprove the proposed contractor.

14.6 The provisions of this Article shall not affect the application of Spanish labor laws to contractor personnel who are ordinarily resident in Spain.

14.7 In the projects, work, and construction referred to in this Article, Spanish material, labor, and equipment shall be used whenever feasible, consistent with the

requirements of the United States, in accordance with the specifications of the contract contained in the invitations to bid issued by the United States authorities.

14.8 Individuals who require access to a base or establishment for the performance of a contract shall be granted such access within seven (7) days of a request by United States authorities. Such access may be denied or withdrawn for reasons of security or due to the individual's misconduct on the base or establishment. The measures adopted by the Commander of the base or establishment may be the subject of consultations in the Joint Committee for Politico-Military Administrative Affairs. The denial of access for such reasons shall not be the basis under Spanish law for liability on the part of the Governments of Spain or the United States. The United States shall not make a claim against the Government of Spain for such denial of access.

14.9 Authorizations and approvals which are required under this Article shall be granted in an expeditious manner. Any denial of authorization or approval shall be accompanied by the reasons for the denial, and consultations may be held in the Joint Committee for Politico-Military Administrative Affairs to resolve differences.

Article 15. SERVICE CONTRACTS

15.1 The United States may contract in accordance with its laws and regulations for services in connection with the exercise of the functions authorized under the Agreement on Friendship, Defense, and Cooperation.

15.2 If the United States forces intend to contract for services for base operations, maintenance, or support paid for by appropriated funds and not previously performed by contract, the United States shall inform the Joint Committee for Politico-Military Administrative Affairs prior to awarding a contract for such services. The United States forces may award such a contract unless the Joint Committee for Politico-Military Administrative Affairs informs the United States authorities within thirty (30) days that there are security objections to contracting for such an activity or that such contracting would interfere with Spanish operations on the base or establishment. The list of potential contractors being considered shall also be forwarded to the Joint Committee for Politico-Military Administrative Affairs, which may disapprove a contractor for reasons of security or due to the contractor's prior misconduct with the Spanish Armed Forces.

15.3 Proposals of the United States forces to enter into contracts with private concessionaires for the sale of goods and services for authorized customers which require the use of lands and premises included in an IDA, where such use has been granted to the United States, shall be submitted to the Joint Committee for Politico-Military Administrative Affairs. Such proposals shall include the conditions for the use of these lands and premises.

15.4 Contracts referred to in this Article shall be entered into with companies authorized to carry out these activities in Spain under Spanish law.

15.5 Individuals who require access to a base or establishment for the performance of a contract shall be granted such access within seven (7) days of a request by United States authorities. Such access may be denied or withdrawn for reasons of security or due to the individual's misconduct on the base or establishment. The measures adopted by the Commander of the base or establishment may be the subject of consultations in the Joint Committee for Politico-Military Administrative Affairs. The denial of access for such reasons shall not be the basis under Spanish law

for liability on the part of the Governments of Spain or the United States. The United States shall not make a claim against the Government of Spain for such denial of access.

15.6 Activities carried out under contract before the entry into force of this Agreement shall require no authorization for such contracts and their extensions to continue to be valid in accordance with the requirements of Spanish law. For such activities, the only other requirement shall be for approval of access by contractor personnel who previously have not been granted such access under Article 15.5 of this Agreement.

15.7 The provisions of this Article do not affect the service contracts which the United States forces may have with firms that are ordinarily resident in the United States and which temporarily may require the performance of an activity within a Spanish military base or establishment. With the exception of Article 15.5 of this Agreement, these provisions also do not apply to technical experts whose services are required by the United States forces and who are in Spain exclusively to serve such forces either in an advisory capacity in technical matters or for the setting up, operation, or maintenance of equipment. In these cases, the only requirement is for authorization by the Joint Committee for Politico-Military Administrative Affairs for the activity.

15.8 Authorizations and approvals which are required under this Article shall be granted in an expeditious manner. Any denial of authorization or approval shall be accompanied by the reasons for such denial, and consultations may be held in the Joint Committee for Politico-Military Administrative Affairs to resolve differences.

Article 16. DESIGNATION OF CONTRACTORS

16.1 Persons who are nationals of or ordinarily resident in the United States and who are not residents of Spain, and whose presence in Spain has been authorized by Spanish authorities solely for the purpose of executing a contract with the United States for the benefit of the Spanish Armed Forces or the United States forces in the exercise of the functions authorized, in accordance with Articles 14 and 15 of this Agreement, shall be designated to the Joint Committee for Politico-Military Administrative Affairs by the military authorities of the United States.

16.2 Persons designated by United States military authorities as provided in Article 16.1 of this Agreement shall be accorded during their temporary stay in Spain the same treatment as members of the civilian component in accordance with the following provisions:

- 16.2.1 If authorized by the authorities of the United States, the use of the postal facilities referred to in Article 21 of this Agreement and the organizations referred to in Article 19 of this Agreement; and
- 16.2.2 The exemption from taxes and duties provided for under Articles 10.1 and 12.1 of this Agreement, and the right to own and maintain, at any one time, one motor vehicle imported under the exemption provided for in Article 12.2 of this Agreement; and
- 16.2.3 The documentation procedures provided for in Articles 2.2 and 2.3 of this Agreement.

16.3. Periods during which such persons are in Spanish territory solely in the capacity described in Article 16.1 of this Agreement shall not be considered as periods of legal residence or domicile in Spain for the purposes of taxation under Spanish legislation.

16.4. Persons referred to in Article 16.1 of this Agreement will cease to enjoy the benefits granted in this Article:

16.4.1. If the United States military authorities withdraw the designation referred to in Article 16.1 of this Agreement; or

16.4.2. If for any reason they become ordinarily resident in Spain; or

16.4.3. If Spanish authorities withdraw the authorization for their stay in Spain.

Article 17. CONTRACTOR IMPORTATION

17.1. Property imported into Spain duty-free or acquired in Spain by contractors of the United States under Article 11.3 of this Agreement 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 Complementary Agreement Two¹ and its Annexes, 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 acting in the name of or on behalf of said contractor, on a temporary basis, property imported into Spain duty-free, or acquired in Spain for the sole purpose of execution of contracts for the United States forces.

17.2. The United States military authorities will include in each contract which benefits from the provisions of Article 11.3 of this Agreement a clause providing for the establishment of a fund should the materials or equipment described in that Article 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 five (5) per cent 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 and Excise.

Article 18. CONTRACTOR INSURANCE

18.1. 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 civilian component to whom the provisions of Article VIII of the Status of Forces Agreement are not applicable.

18.2. Insurance policies referred to in this Article shall be taken out with Spanish or United States companies legally authorized to conduct this type of business in Spain, and shall contain provisions:

¹ See p. 182 of this volume.

- 18.2.1 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;
- 18.2.2 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 consequences arising from the occurrence of such damages.
- 18.3 These policies, which shall be subject to the prior approval of the Joint Committee for Politico-Military Administrative Affairs, shall not contain:
- 18.3.1 Any deductible amount or similar limitation.
- 18.3.2 Any provisions requiring submission to any type of arbitration.
- 18.4 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 Article 18.1 of this Agreement, in an amount considered sufficient by the Joint Committee for Politico-Military Administrative Affairs for this class of contract.
- 18.5 Upon receiving notice of the occurrence of injury or damage which may result in claims under the insurance policies referred to in this Agreement, the military authorities of the United States 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 the claims, the said authorities will afford a copy of the report to persons alleging injury or damage.

Article 19. WELFARE AND RECREATIONAL

- 19.1 Military service exchanges, commissaries, open messes, social centers, and recreational service areas established in Spain by the United States forces for the exclusive use of the members of the force, the civilian component, and dependents shall be exempt from any Spanish taxes or charges.
- 19.2 Pursuant to Article 19.1 of this Agreement, the organizations referred to in that paragraph may:
- 19.2.1 Import free of Spanish duties reasonable quantities of provisions and other goods.
- 19.2.2 Acquire provisions and other goods in the Spanish domestic market, with the benefit of the tax regime provided for in Article 11.1 of this Agreement.
- 19.2.3 Sell such provisions and other goods so imported or acquired with exemption from any Spanish taxes, duties, or charges.
- 19.2.4 Export to United States governmental entities, free of Spanish duties, such provisions and other goods.
- 19.3 With respect to the organizations referred to in Article 19.1 of this Agreement, the Joint Committee for Politico-Military Administrative Affairs shall adopt appropriate measures to prevent the sale of provisions and other goods imported or acquired in the domestic market to persons other than those referred to in Article 19.1 of this Agreement.
- 19.4 Spanish customs authorities, on the recommendation of the Joint Committee for Politico-Military Administrative Affairs, may establish quotas for the sale of alcoholic beverages, tobacco, and items of significant value, such as major electrical appliances and sound, video and photographic equipment.

19.5 Articles acquired by members of the force, the civilian component, or dependents from the organizations referred to in Article 19.1 of this Agreement may not be transferred to persons other than those referred to in that Article.

19.6 Spanish commanders of the bases or establishments and United States military authorities will ensure that the provisions of this Article are complied with, and will cooperate fully with Spanish Finance Ministry authorities in inspections of the organizations referred to in Article 19.1 of this Agreement, and in the investigation of abuses of customs and fiscal matters. In cases where an infraction is discovered, United States military authorities will render all assistance within their power to those Spanish authorities in the collection of any resulting duties and penalties.

Article 20. PRIVATELY OWNED MOTOR VEHICLES

20.1 The privately owned motor vehicles belonging to members of the force, the civilian component and dependents permanently assigned in Spain shall be registered in accordance with the following provisions:

20.2 Applications for the clearance through customs of imported vehicles shall be sent to the customs authorities of the port of entry, who 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 person referred to in Article 20.1 of this Agreement.

20.3 Applications for registration shall be submitted by the Joint United States Military Group in Spain (JUSMG) directly to the corresponding provincial Jefatura de Tráfico. The Jefatura Provincial de Tráfico shall approve the applications for registration and shall validate the registration number and issue a registration permit, which shall constitute the authorization for the operation in Spain of the vehicle concerned. This registration shall be free of duties, fees, or charges, except for a nominal fee to defray administrative costs. Registrations thus made shall be valid for the duration of the official assignment of the applicant in Spain.

20.4 United States authorities shall inspect vehicles covered by this Article for compliance with safety standards established by the Joint Committee for Politico-Military Administrative Affairs.

20.5 The Joint United States Military Group in Spain (JUSMG) shall be responsible for the administrative control of the registration numbers issued. If the owner of a vehicle registered in accordance with Article 20.3 of this Agreement loses his status under the Status of Forces Agreement and this Agreement, the Joint United States Military Group in Spain (JUSMG) shall so notify the Director General of Customs and Excise and the Jefatura Central de Tráfico in the Ministry of the Interior.

Article 21. MILITARY POST OFFICES

21.1 The United States may establish, maintain and operate, within the IDAs used and maintained by the United States forces in Spanish military bases or establishments, military post offices for the use of members of the force or of the civilian component, and dependents in the sending of mail between such post offices in Spain and between such post offices and other United States post offices.

21.2 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.

21.3 Postal packages of a personal nature shall be subject to inspection by Spanish customs authorities. Such inspections will be conducted at the United States military post offices in a manner which will avoid damage to the contents of the packages and delay in delivery of the mail.

Article 22. RESOLUTION OF DISPUTES AND IMPLEMENTATION

22.1 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 Complementary Agreement.

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

Article 23. ENTRY INTO FORCE

This Complementary Agreement, including its Annexes, will enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.

DONE in Madrid, this 2nd day of July, 1982, in duplicate, in the Spanish and English languages, both texts being equally authentic.

For the Kingdom of Spain:

[Signed]

JOSÉ PEDRO PÉREZ-LLORCA
Ministro de Asuntos Exteriores¹

For the United States of America:

[Signed]

TERENCE A. TODMAN
Embajador de Estados Unidos en España²

COMPLEMENTARY AGREEMENT FIVE

STATUS OF UNITED STATES FORCES IN SPAIN

ANNEX 1. MEDICAL SERVICES

Article 1. For the purposes of this Annex, the term "medical personnel" means the physicians, surgeons, specialists, dentists, nurses, and other members of the force or the civilian component 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.

Article 2. The military authorities of the United States of America are authorized to operate and maintain those hospitals and health facilities existing in Spanish territory as IDAs on the bases and establishments.

Article 3. For the purposes of performing the assistance and functions referred to in Article 5 of this Annex, medical personnel may perform services in Spain of the same type that such persons are authorized to perform at United States hospitals and health facilities, without prior examination or revalidation of their professional certificates by the Spanish authorities, provided that they may not perform medical treatment punishable by Spanish law.

Article 4. Personnel eligible for medical care in United States hospitals and health facilities in Spain shall belong to the following categories:

- (a) Members of the United States armed forces, civilian employees thereof, and dependents of the foregoing;

¹ Minister of Foreign Affairs.

² Ambassador of the United States to Spain.

- (b) Officials of the United States Government on official duty in Spain, and their dependents;
- (c) Such other persons who are individually authorized by the Joint Committee for Politico-Military Administrative Affairs;
- (d) Any other person in case of emergency.

Article 5. Normally, medical personnel will render their services in the hospitals and medical facilities of the United States forces in Spain, but may assist eligible persons in any place or facility in which they may be found. If such persons are in a Spanish hospital or medical facility, said assistance shall always be carried out in such cases in agreement with the director of the establishment.

Article 6. No member of the medical personnel shall practice medicine in Spanish territory, except as provided in this Annex.

Article 7. Births attended by doctors belonging to the medical 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.

Article 8. 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.

Article 9. The remains of members of the force, the civilian component, and dependents 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 the death occurs outside a United States hospital or medical facility, the remains of such persons shall be delivered upon authorization of the Territorial Health Delegation to the custody of the United States military authorities, without undergoing any preservation process during the first 48 hours. The United States military authorities shall take charge of these remains, transferring them in a suitable vehicle, and in a container whose characteristics have been approved by the Spanish health authorities. The certificates of death and other required documents will be prepared, in accordance with Spanish law, by the Spanish or United States doctor who certifies death. The Spanish authorities will have access to any document or proceeding necessary to comply with the legal provisions established by Spanish law. Delivery of the remains and *post mortem* examination shall, 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.

Article 10. When serious circumstances make it advisable, and at the request of the Spanish authorities, the hospitals and health facilities of the United States forces may be utilized as much as practicable to meet Spanish needs. In case of a disaster that affects a large number of people, assistance will be given on a reciprocal basis.

COMPLEMENTARY AGREEMENT FIVE

STATUS OF UNITED STATES FORCES IN SPAIN

ANNEX 2. LABOR AFFAIRS

Preamble

For the purpose of supplementing Complementary Agreement Five, the Governments of Spain and the United States of America have agreed as follows:

Article 1. SPANISH EMPLOYMENT

1.1 Requirements for local labor personnel on operational and support installations in Spain will be met by the Spanish Government through the Ministry of Defense.

1.2 For each installation or activity, two schedules of positions shall be established, one for local labor personnel and the other for United States personnel, reflecting the current situation. The proportionality which each one represents should be maintained without the respective percentages of participation fluctuating over three percent. Any changes to this proportionality must be by agreement in the Joint Committee for Politico-Military Administrative Affairs.

1.3 The United States forces may organize youth employment programs during the summer vacation period, totally independent from the schedules of positions and without affecting either these schedules or the proportionality.

1.4 The schedules of positions for local labor personnel will be prepared in accordance with the labor category established by Spanish Regulations with the necessary subgroups in order to cover the different levels provided in United States Regulations.

1.5 Except for third-country nationals currently employed under previous agreements, third-country labor personnel shall not be hired in the operational and support installations unless qualified Spanish personnel are not available.

Article 2. SPANISH REGULATIONS

2.1 The employment relationship of the local labor personnel shall be with the Spanish Military Administration.

2.2 The labor regulations applicable to non-civil service civilian personnel of the Spanish Military Administration, referred to herein as "the Spanish Regulations", will govern the terms and conditions of employment of local labor personnel, consistent with the provisions of this Annex.

Article 3. SPANISH MILITARY ADMINISTRATION SERVICES AND OFFICES

The hiring of such local labor personnel shall be conducted by the Spanish Military Administration, which shall establish the services and offices necessary to meet the changing needs of such a labor relationship, with special reference to the organization of hiring competitions, referral of candidates, the signature of contracts, and the payment of wages.

Article 4. RESPONSIBILITIES OF THE SPANISH MILITARY ADMINISTRATION

The Spanish Military Administration shall be responsible for:

4.1 Issuing calls for and referring 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;

4.2 Monitoring, through the labor section of the corresponding headquarters, the implementation of and compliance with legal provisions in the field of labor, hygiene, and work safety;

4.3 Effecting disciplinary actions at the initiative of the United States forces in accordance with Spanish Regulations;

4.4 Paying local labor personnel, in accordance with payrolls prepared by the United States forces, their salaries, wages, and any other emoluments to which they may be entitled. The Spanish Military Administrations shall inform the United States forces of all deductions or withholdings required by Spanish law, which shall be reflected in the said payrolls.

4.5 Acting as the Chief of the Establishment in accordance with Spanish labor legislation, the Commander of the base or establishment shall have access to the documentation related to the employment of local labor personnel and may conduct an inspection with respect to the actual occupancy of schedules of said personnel, in accordance with the norms of this Annex.

Article 5. RESPONSIBILITIES OF UNITED STATES FORCES

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:

5.1 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; and transmit such determinations to the Spanish Military Administration. The level of compensation for a position shall not be less than as established for said position by the Spanish Regulations;

5.2 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 persons whose prior utilization by the United States forces was involuntarily terminated other than for cause will be given priority consideration in the selection process;

5.3 Notify the Spanish Military Administration of the selection of personnel, and request appointment and detail for persons so selected by the United States forces;

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

5.5 Propose disciplinary action to the Commander of the base or establishment, in his capacity as Chief of the Establishment in accordance with the Spanish Regulations, who will lend maximum attention to said proposal and to the immediate imposition of a penalty, which will be executory in nature, which corresponds to the minor offenses provided for in said Regulations, without prejudice to the definitive decision, which could be issued if it were the subject of an appeal;

5.6 Initiate disciplinary action for other than minor faults defined as such in the Spanish Regulations, collaborate on the preliminary proceedings to verify the facts, and forward the report to the Spanish Military Administration. Such report may include a proposal of penalty;

5.7 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;

5.8 Adopt pertinent measures for the training and developing of local labor personnel, including where appropriate participation in occupational safety programs;

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

5.10 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 4.4 of this Annex and the legally recognized compensation, as well as the administrative expenses incurred as agreed by the Joint Committee for Politico-Military Administrative Affairs.

Article 6. REDUCTION-IN-FORCE

6.1 When it is necessary to reduce the number of local labor personnel, the United States forces shall so inform the Spanish Military Administration at least 25 calendar days prior to

the issuance of notices of dismissal to employees affected by the reduction, unless the reduction is necessitated by actions of the Government of Spain. Such notice shall include the reason for the reduction-in-force, which may be the subject of consultations in the Joint Committee for Politico-Military Administrative Affairs, and shall likewise include an estimate of how the reduction will affect the two schedules of positions established under Article 1.2 of this Annex. The duties assigned to a full-time permanent position being deleted as a result of a reduction-in-force cannot be taken on by any Spanish or United States personnel who had not been employed on the rolls before the reduction-in-force decision had been reached.

6.2 A reduction-in-force notice to local labor personnel shall carry an employment termination date at least 30 calendar days from the date of delivery of the notice.

6.3 Local labor personnel whose utilization is terminated due to a reduction-in-force will have the right to severance pay in accordance with Spanish law.

6.4 For the purpose of determining the severance pay referred to in Article 6.3 of this Annex, 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.

6.5 The norms and procedures of this Article will be applied in case of termination of local labor personnel because of the expiration of the Agreement on Friendship, Defense and Cooperation.

Article 7. SETTLEMENT OF CLAIMS

Subject to the provisions of Article 9 of this Annex, the Spanish Military Administration shall resolve in accordance with the procedure stipulated by Spanish law any claim filed by local labor personnel. Final decisions of the Spanish Military Administration shall be transmitted to the United States authorities through the Joint Committee for Politico-Military Administrative Affairs for execution.

Article 8. EXCLUSIONS FROM DEFINITION OF LOCAL LABOR PERSONNEL

8.1 The provisions of this Annex shall not apply to:

- 8.1.1 Functions or activities of the Embassy of the United States, the United States International Communication 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;
- 8.1.2 Employees of contractors or concessionaires performing work in Spain for the United States forces;
- 8.1.3 Employees hired privately by members of the force or the civilian component, and their dependents.

8.2 Employees referred to in Article 8.1.2 of this Annex, except those who are employees of United States contractors and are nationals or legal residents in the United States, and the employees referred to in Article 8.1.3 of this Annex shall be fully subject to Spanish labor legislation. However, the United States Government and its armed forces and their organizations, units, agencies or instrumentalities and members shall not be subject to Spanish court actions initiated by employees referred to in Article 8.1.2 of this Annex, nor shall the United States Government and its armed forces and their organizations, units, agencies, and instrumentalities be subject to Spanish court actions initiated by employees referred to in Article 8.1.3 of this Annex, based on claims arising from the employment of such persons.

8.3 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 Annex.

8.4 Due to the nature and circumstances of the labor relationship between the local labor personnel and the United States forces, those forces shall be exempt from paying into the Fund for Guaranteeing Salaries provided for by Spanish law.

Article 9. FUNCTIONS OF THE JOINT COMMITTEE FOR
POLITICO-MILITARY ADMINISTRATIVE AFFAIRS

In regard to the labor relationship covered by this Annex, the Joint Committee for Politico-Military Administrative Affairs shall exercise the following functions:

9.1 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;

9.2 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 the utilization of their services by the United States forces;

9.3 Consult and agree on the consequences for both Governments of final decisions by the Spanish administrative and judicial authorities regarding claims referred to in Article 9.2 of this Annex. 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 the services of local labor personnel affected by such decisions.

COMPLEMENTARY AGREEMENT¹ SIX

STATUS OF SPANISH FORCES IN THE UNITED STATES

Preamble

For the purpose of supplementing the “Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces”, signed at London on 19 June 1951, hereinafter referred to as the “Status of Forces Agreement”, the Governments of Spain and the United States have agreed as follows with respect to Spanish forces in the United States:

Article 1. DEFINITIONS

1.1 The term “dependent”, as defined in Article I, paragraph 1 (c) of the Status of Forces Agreement, shall also include for the purposes of this Agreement a parent of a member of the force or the civilian component, or of the spouse of such a member, who is financially or for reasons of health dependent upon and supported by such a member, who shares the quarters occupied by such a member, and who is present in the United States with the consent of the United States and the military authorities of Spain.

Upon approval by the two Governments, other family members may be considered as dependents when warranted by special circumstances.

1.2 The definition of the term “duty” in Article XI, paragraph 12 of the Status of Forces Agreement shall apply wherever that term is used in this Agreement in connection with an import or export.

Article 2. ENTRY AND EXIT

2.1 In accordance with current practices and unless otherwise agreed, the United States Government waives its right under Article III, paragraph 2 (b) of the Status of Forces Agreement to require countersignature of movement orders.

2.2 Members of the force shall be exempt from registration and control as aliens. The members of the civilian component and the dependents of members of the force and the civilian component shall be subject only to the controls derived from immigration laws of the United States of America.

Article 3. DRIVERS LICENSES

3.1 In accordance with Article IV of the Status of Forces Agreement and as provided under Article 24 of the Geneva Convention of Road Traffic of September 19, 1949,² United States authorities shall (a) accept as valid, without a driving test or fee, the driving permit or license issued by a competent authority in Spain to a member of the force, or the civilian component, or a dependent or (b) issue their own driving permit or license to any member of a force or civilian component who

¹ Came into force on 14 May 1983, upon notification by the Parties of the completion of the required constitutional procedures, in accordance with article 6.1 of the Agreement on Friendship, Defense and Cooperation.

² United Nations, *Treaty Series*, vol. 125, p. 3, and vol. 1137, p. 484.

holds a driving permit or license issued by Spanish authorities, provided that no driving test shall be required.

3.2 To facilitate the implementation of these agreements, Joint United States Military Group-Military Assistance Advisory Group shall issue appropriate documentation to verify an individual's entitlement to the rights specified in this Article.

3.3 The use in the United States of the drivers' license referred to in this Article shall be subject to such temporary or permanent suspensions as may be decided by the United States Government or judicial or administrative authorities in accordance with current laws, as a consequence of traffic violations committed by the licensee.

Article 4. CRIMINAL JURISDICTION

With respect to Article VII of the Status of Forces Agreement, and for the sole purpose of determining whether an act or omission is a punishable offense under the military law of Spain or under the law of the United States, or both, the interpretation of the military law of Spain by the Spanish authorities shall be accepted by the Government of the United States, and the interpretation of the law of the United States by the authorities of the United States shall be accepted by the Spanish authorities.

Article 5. OFFICIAL DUTY CERTIFICATES

For the purposes of Article VII, paragraph 3 (a) of the Status of Forces Agreement, and in order to verify that an offense arose out of an act or omission done in the performance of official duty, Spanish military authorities shall issue certificates which they shall transmit to the appropriate United States law enforcement authorities. The certificate shall be considered as *prima facie* evidence that the alleged offense arose out of an act or omission done in the performance of official duty, unless there is evidence to the contrary. In the event that appropriate authorities have a doubt concerning the certificate, it shall, at the request of Spanish authorities, be reviewed by representatives of the Department of State and the Embassy of Spain in Washington.

Article 6. CONFINEMENT AND VISITATION

6.1 Confinement imposed by a United States court (whether federal or State) upon members of the force, the civilian component, or dependents, shall be served in United States penal institutions unless otherwise agreed. Such confinement may be served in Spanish institutions if authorized by appropriate United States authorities and if confinement under such circumstances is permitted by Spanish and United States law. Upon the request of the Government of Spain, the Governments of the United States and Spain shall consult with appropriate penal authorities on the location of the penal institution and other matters pertaining to the confinement.

6.2 The United States Government guarantees to the authorities of Spain the right to visit at any time the persons referred to in Article 6.1 of this Agreement and provide them with such material assistance as the authorities of Spain deem appropriate, in accordance with the pertinent State and federal law and prison regulations.

Article 7. PERSONAL TAX EXEMPTIONS

With respect to Article IX of the Status of Forces Agreement, the acquisition of goods and services in the United States market by members of the force or of the civilian component or by dependents for personal purposes shall be subject to applicable United States taxes. Members of the force and the civilian component are not required to pay any tax to the United States or United States local entities on the ownership and possession of their tangible movable property imported into the United States under the Status of Forces Agreement for their personal and exclusive use.

Article 8. PERSONAL IMPORTS AND EXPORTS

With reference to Article XI, paragraphs 5, 6 and 7 of the Status of Forces Agreement, United States laws and regulations provide that baggage and effects of members of the force or civilian component and their immediate families and articles for the personal and family use of members of the force or the civilian component, may be imported into and retained in the United States without the payment of United States duties. Such property shall, without prejudice to the exemptions provided by this Article, be considered as temporarily imported property. It may only be transferred to persons in the United States entitled to import such property duty-free, unless such transfer or use is agreed upon by the appropriate United States authorities. The export of such property shall be exempt from United States duties.

Article 9. USE OF WELFARE AND RECREATIONAL FACILITIES

Spanish personnel referred to in Article I of the Status of Forces Agreement shall have the right to utilize the military service exchanges, commissaries, health facilities, and cultural and recreational organizations of the United States forces, in the same manner as accorded to comparable personnel of other countries which are Parties to the North Atlantic Treaty.¹

Article 10. EMBASSY PERSONNEL

In addition to the rights provided under Articles 3 and 9 of this Agreement, members of the Spanish Armed Forces who are assigned to the Embassy of Spain because of their official duties for functions normally performed in the Embassy and with the consent of the United States Government will continue to receive the privileges and immunities to which they are entitled under the Vienna Convention on Diplomatic Relations.²

Article 11. RESOLUTION OF DISPUTES AND IMPLEMENTATION

11.1 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 Agreement.

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

¹ United Nations, *Treaty Series*, vol. 34, p. 243, and vol. 126, p. 350.

² *Ibid.*, vol. 500, p. 95.

Article 12. ENTRY INTO FORCE

This Complementary Agreement shall enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.¹ Once it has entered into force, its provisions shall be effective from the date Spain becomes a Party to the Status of Forces Agreement.

Until the provisions of this Complementary Agreement become effective, the norms contained in the exchange of notes of September 25, 1970 concerning the status of members of the Armed Forces of Spain within the United States² shall remain in force.

DONE in Madrid, this 2nd day of July, 1982, in duplicate, in the Spanish and English languages, both texts being equally authentic.

For the Kingdom of Spain:
[Signed]
JOSÉ PEDRO PÉREZ-LLORCA
Ministro de Asuntos Exteriores³

For the United States of America:
[Signed]
TERENCE A. TODMAN
Embajador de los Estados Unidos
en España⁴

¹ See p. 145 of this volume.

² United Nations, *Treaty Series*, vol. 775, p. 231.

³ Minister of Foreign Affairs.

⁴ Ambassador of the United States to Spain.

COMPLEMENTARY AGREEMENT¹ SEVEN

SCIENTIFIC, TECHNOLOGICAL, CULTURAL, EDUCATIONAL AND ECONOMIC COOPERATION

Article 1. 1.1 The Government of Spain and the Government of the United States of America, hereinafter referred to as the Parties, aware of the importance of scientific, technological, cultural, educational, and economic cooperation for the strengthening of the traditional friendship and understanding between their peoples, agree to expand cooperation in these fields.

1.2 Cooperation and activities in these fields will be subject to the legislative requirements of the two Parties, including the annual appropriation of funds.

Article 2. 2.1 Scientific and technological cooperation will be carried out primarily in those areas of applied research and technology that will be most relevant to the economic modernization and social well-being of the peoples of Spain and the United States.

2.2 Cultural and educational cooperation will be aimed at promoting mutual understanding of the achievements of Spain and the United States in those areas.

2.3 Economic cooperation will focus on economic issues of mutual interest to both countries.

2.4 For the purposes of the implementation of this Agreement, a Spanish-United States Joint Committee for each of the above three areas will be established.

SCIENTIFIC AND TECHNOLOGICAL COOPERATION

Article 3. In the context of scientific and technological cooperation, the following areas will merit special consideration and activity: nuclear and non-nuclear energy, industrialization, agriculture, environment, health, natural resources, and such other areas as may be mutually agreed.

Article 4. The planning and carrying out of scientific and technological cooperation between the two Parties will be based on the following principles:

- (a) The mutuality of interest and the overall benefits of their cooperation;
- (b) The selection of specific scientific and technological fields relevant to achieving the goals of this Agreement; and
- (c) The encouragement of cooperation between institutions, organizations, and agencies of the two countries.

Article 5. Scientific and technological cooperation under this Agreement may include:

- (a) Joint or coordinated planning, support, or implementation of projects and the supply of equipment;
- (b) Exchange of scientific, academic, and technological information;

¹ Came into force on 14 May 1983, upon notification by the Parties of the completion of the required constitutional procedures, in accordance with article 6.1 of the Agreement on Friendship, Defense and Cooperation.

- (c) Establishment, operation, and joint utilization of scientific and technical installations related to cooperative projects and activities conducted under this Agreement;
- (d) Exchange of scientific and technical personnel related to cooperative projects and activities conducted under this Agreement; and
- (e) Other forms of scientific and technological cooperation as may be mutually agreed.

Article 6. Subject to approval by the Joint Committee for Scientific and Technological Cooperation, institutions, organizations, and agencies may enter into specific agreements for the appropriate implementation of cooperative programs in the areas listed in Article 5 of this Agreement as well as in other areas as may be mutually agreed.

Article 7. 7.1 Cooperation in science and technology shall be coordinated through the Joint Committee for Scientific and Technological Cooperation. Co-chairmanship of the Joint Committee will be shared by the Ministry of Foreign Affairs and the Department of State. This Committee will be composed of members appointed by the respective Parties.

7.2 The Joint Committee shall be responsible for:

- (a) Formulating programs of scientific and technical cooperation between the two countries;
- (b) Reviewing programs, activities, and operations, including the preparation of an annual report;
- (c) Following up and evaluating projects, activities and operations;
- (d) Recommending to the Parties modification, postponement, or termination of programs and projects; and
- (e) Such further functions as may be agreed upon between the Parties.

7.3 The Joint Committee will have a Permanent Secretary who will also serve as Secretary of the Spanish section of the Joint Committee.

7.4 The Joint Committee will meet at least once a year, alternately in Spain and the United States.

Article 8. 8.1 Scientific and technical information of a non proprietary nature derived from cooperative activities under this Agreement shall be made available to the world scientific community through customary channels and in accordance with the normal procedures of the Parties.

8.2.1 Matters relating to patent and other intellectual property rights that result from cooperative programs under this Agreement shall be provided for in the implementing agreement defining the cooperative program. Such property rights shall normally be acquired by each Party in its own country subject to a non-exclusive, irrevocable license of the other Party.

8.2.2 The allocation of patents and other intellectual property rights in third countries shall be provided for on an equitable basis in the implementing agreements referred to in Article 8.2.1 of this Agreement.

CULTURAL AND EDUCATIONAL COOPERATION

Article 9. In the context of cultural and educational cooperation, the following will be given special consideration:

- (a) The improvement of the Spanish educational system;

- (b) The provision of documents and bibliographic, didactic and research material to Spanish universities and other centers of higher learning and research;
- (c) The expansion of exchanges in the cultural and educational sectors; and
- (d) Other programs as may be mutually agreed.

Article 10. The Parties will cooperate in the expansion and development of research and in the formation and specialization of teaching and research personnel. To that end, as well as in order to carry out concrete research projects, scholarships, travel grants, and assistance will be given to nationals and institutions of both countries.

The same type of assistance will be given to nationals of both countries to perfect their training in the fine arts field.

Article 11. The Parties will encourage relationships and cooperation between universities and institutions of higher learning of both countries.

Article 12. The Parties consider it a matter of special interest to increase the knowledge of their respective languages by encouraging the activities of institutions and organizations engaged in the teaching of Spanish and of English in each of the two countries.

To that end, interchanges of teachers of Spanish and English will be encouraged.

Article 13. The Parties, wishing to encourage the best reciprocal knowledge of their respective cultures, will facilitate exchanges in this area and will, particularly, support activities aimed at the spreading of Spanish culture in the United States while at the same time encouraging the work of institutions and organizations engaged in similar activities in Spain with respect to the culture of the United States.

Article 14. The Parties recognize the importance of the Fulbright/Hays program in promoting cultural and educational exchanges between the two countries. The Commission for Educational Exchange between Spain and the United States of America and the Joint Committee for Cultural and Educational Cooperation will coordinate their activities in these fields. The Parties will contribute regularly to the financing of the Fulbright/Hays program.

Article 15. 15.1 Cooperation in culture and education shall be coordinated through the Joint Committee for Cultural and Educational Cooperation. Co-chairmanship of the Joint Committee will be shared by the Ministry of Foreign Affairs and the United States International Communication Agency. The Committee will be composed of members designated by the Parties.

15.2 The Joint Committee shall be responsible for:

- (a) Establishing cultural and educational cooperation programs and exchanges-of-persons programs. Likewise, the Joint Committee will examine programs of social interest which both Parties agree to be of mutual benefit;
- (b) Drafting and making public the official announcements of said programs;
- (c) Selecting the projects submitted in response to the above-mentioned announcements, granting the scholarships, assistance, and travel grants;
- (d) Reviewing programs, activities, and operations, including the preparation of an annual report;
- (e) Following up and evaluating programs, activities, and operations; and
- (f) Recommending to the Parties modification, postponement, or termination of programs.

15.3 The Joint Committee will have a Permanent Secretary who will also serve as Secretary of the Spanish section of the Joint Committee.

15.4 The Committee will meet at least once a year at a place and date agreed to by the Parties.

GENERAL ARTICLES ON SCIENTIFIC, TECHNOLOGICAL, CULTURAL AND EDUCATIONAL COOPERATION

Article 16. 16.1 Funding for scientific, technological, cultural, and educational cooperation shall be as follows:

- (a) Programs jointly financed as agreed by the Parties;
- (b) Programs in which each agency, organization, or institution will, in general, bear the costs pertaining to its obligations; and
- (c) Programs that may be financed by private institutions or foundations from one or both countries as appropriate.

16.2 Programs under (b) and (c) above may also receive funds from the appropriate Joint Committee.

Article 17. The Parties agree to the creation of an Executive Secretariat responsible for the administrative functions as required for the implementation of the Agreement. The Secretariat will have its seat in Madrid, its Executive Secretary will be appointed by the Spanish-United States Council, and it will be provided with the funds needed for its operation by the Joint Committees.

Article 18. The Parties will facilitate, consistent with law, the entry and exit of equipment and material to be utilized in cooperative activities conducted under this Agreement, as well as the personal effects of personnel and their dependents connected with programs under this Agreement.

Article 19. Nothing in this Agreement shall preclude or prejudice scientific, technological, cultural, or educational cooperation outside the terms of this Agreement by institutions, organizations, or agencies of Spain or the United States or by nationals of either country with each other or with third parties.

Article 20. Institutions, organizations, or agencies of third countries may participate in cooperative programs or activities with the approval of the Parties.

Article 21. Programs and activities currently in force and established by the competent authorities shall not be affected by this Agreement. However, they may be included in this Agreement when both Parties so decide.

ECONOMIC COOPERATION

Article 22. In their economic relations, the Parties will be guided by the common desire to promote economic growth, expand opportunities for trade in a balanced way, and develop other aspects of their economic relations of mutual interest to both countries.

Article 23. The Parties will endeavor to adopt appropriate measures to facilitate, in accordance with their national legislation, direct capital investment in their territory that nationals of the other Party may undertake.

Article 24. 24.1 The Parties agree to establish a regular system of consultations on economic matters of common interest. To this end, a Joint Economic Committee is established within the framework of the Spanish-United States Council.

24.2 The Joint Economic Committee will have as its basic functions the following:

- (a) To analyze bilateral economic relations;
- (b) To exchange information on the principal domestic or international subjects of interest to both countries;
- (c) To seek to resolve economic problems that may arise;
- (d) To formulate appropriate recommendations to expand economic cooperation between both Parties.

24.3 The Joint Economic Committee will meet at the request of one of the Parties, and in any event at least once a year.

ENTRY INTO FORCE

Article 25. This Agreement shall enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.

DONE in Madrid this 2nd day of July, 1982, in duplicate, in the Spanish and English languages, both texts being equally authentic.

For the Kingdom of Spain:
[Signed]
JOSÉ PEDRO PÉREZ-LLORCA
Ministro de Asuntos Exteriores¹

For the United States of America:
[Signed]
TERENCE A. TODMAN
Embajador de los Estados Unidos
en España²

¹ Minister of Foreign Affairs.

² Ambassador of the United States to Spain.

EXCHANGE OF NOTES

I

EMBASSY OF THE UNITED STATES OF AMERICA
MADRID

July 2, 1982

No. 520

Excellency:

I have the honor to refer to Complementary Agreement Seven to the Agreement on Friendship, Defense and Cooperation signed on this date, and to inform you that, in furtherance of the purposes of that Complementary Agreement, my Government has requested from the United States Congress the sum of twelve million dollars (\$12,000,000) as a grant for cooperation with Spain in scientific, technical, cultural, and educational areas for the twelve month period beginning October 1, 1982.

Accept, Excellency, the renewed assurances of my highest consideration.

[Signed]

TERENCE A. TODMAN

Embajador de Estados Unidos en España¹

His Excellency José Pedro Pérez-Llorca y Rodrigo
Minister of Foreign Affairs
Madrid

II

[SPANISH TEXT—TEXTE ESPAGNOL]

MINISTERIO DE ASUNTOS EXTERIORES

Madrid, 2 de julio de 1982

N.º 250/1

Señor Embajador:

Tengo la honra de acusar recibo de su Nota de fecha de hoy que, traducida al español, dice lo siguiente:

“Excelencia: Tengo el honor de referirme al Convenio Complementario Siete del Convenio de Amistad, Defensa y Cooperación firmado en esta fecha, e informarle que, en cumplimiento de los fines de dicho Convenio Complementario, mi Gobierno ha solicitado del Congreso de los Estados Unidos de América la cantidad de doce millones de dólares (12.000.000 \$), como subvención para la cooperación con España en los campos científico, técnico, cultural y educativo para el período de doce meses que comienza el 1 de octubre de 1982. Acepte, Excelencia, el renovado testimonio de mi más alta consideración.”

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

Excelentísimo Señor Terence A. Todman
Embajador de los Estados Unidos de América
Madrid

¹ Ambassador of the United States to Spain.

[TRANSLATION—TRADUCTION]

MINISTRY OF FOREIGN AFFAIRS

Madrid, 2 July 1982

No. 250/1

Sir,

I have the honour to acknowledge receipt of your note of today's date, which reads as follows:

[See note 1]

Accept, Sir, etc.

His Excellency Mr. Terence A. Todman
Ambassador of the United States of America
Madrid

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE KINGDOM OF SPAIN AND THE UNITED STATES OF AMERICA RELATING TO THE AGREEMENT ON FRIENDSHIP, DEFENSE AND COOPERATION AND TO THE COMPLEMENTARY AGREEMENTS THERETO OF 2 JULY 1982

I

EMBASSY OF THE UNITED STATES OF AMERICA
MADRID

July 2, 1982

No. 516

Excellency:

I have the honor to forward herewith, pursuant to the Agreement on Friendship, Defense and Cooperation signed on this date² and consistent with the provisions of its Complementary Agreements and Annexes thereto,³ details concerning the description and purposes of the operational and support installations (IDAs) authorized for use by the United States forces at the Spanish bases and establishments identified herein, as follows:

Torrejon Air Base

IDAs required for operations, administration, maintenance, air traffic control, communications, supply and material storage, and supporting services for a numbered Air Force headquarters, tactical fighter wing, communications group headquarters, defense communications support, military airlift aerial port, and United States aircraft deployments and transits.

Zaragoza Air Base

IDAs required for operations, administration, maintenance, communications, air traffic control, supply and material storage and supporting services for a tactical fighter training wing, weapons training detachment of up to one wing equivalent, support for related range operations, one detachment of tanker aircraft, rescue aircraft and United States aircraft deployments and transits.

Moron Air Base

IDAs required for operations, maintenance, administration, communications, air traffic control, supply and material storage, and supporting services for one detachment of tanker aircraft, and United States aircraft deployments and transits. Additionally, IDAs are required at Moron for the Naval Radio Transmitter Station which provides a capability for the Rota Naval Communications Station and United States Sixth Fleet.

Rota Naval Base

IDAs required for operations, administration, maintenance, air traffic control, communications, supply and material storage, and supporting services for a naval station, maritime patrol squadron, naval reserve maritime patrol squadron, fleet air reconnaissance squadron,

¹ Came into force by the exchange of the said notes, with effect from 14 May 1983, the date of the entry into force of the said Agreements, in accordance with the provisions of the notes.

² See p. 145 of this volume.

³ See pp. 156, 182, 214, 230, 259, 281 and 290 of this volume.

fleet tactical support squadron, naval reserve fleet tactical support squadron for training about six months per year, carrier aircraft detachments for temporary basing, military airlift aerial port, United States aircraft deployments and transits, ship's berthing and mooring and fleet logistic support, construction battalion, naval communications station, fleet ocean surveillance information facility, naval fuel depot, storage and weather station.

Communications Establishments

IDAs at the communications stations of Estaca de Bares, Guardamar de Segura, Humosa, Inoges, Menorca, and Soller for transmission, communications relay and associated support.

Estartit Loran Station

IDAs for a long range radio aid to navigation and associated support.

Sonseca Meteorological and Seismographic Station

IDAs required to observe meteorological and seismographic phenomena.

Cartagena Petroleum and Ammunition Storage

IDAs to receive, store, handle and deliver POL products and ammunition.

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

Accept, Excellency, the renewed assurances of my highest consideration.

[Signed]

TERENCE A. TODMAN

Embajador de Estados Unidos en España¹

His Excellency José Pedro Pérez-Llorca y Rodrigo
Minister of Foreign Affairs
Madrid

II

[SPANISH TEXT—TEXTE ESPAGNOL]

MINISTERIO DE ASUNTOS EXTERIORES

Madrid, 2 de julio de 1982

N.º 246/1

Señor Embajador:

Tengo la honra de acusar recibo de su Nota de fecha de hoy que, traducida al español, dice lo siguiente:

“Excelencia: Tengo el honor de comunicar a V.E. que, de acuerdo con el Convenio de Amistad, Defensa y Cooperación firmado en esta fecha, y de conformidad con las disposiciones de sus Convenios Complementarios y Anejos correspondientes, los detalles relativos a la descripción y finalidad de las instalaciones de apoyo (IDAs) cuya utilización se autoriza a las Fuerzas de los Estados Unidos de América en las Bases y establecimientos españoles que se indican a continuación, son los siguientes:

¹ Ambassador of the United States to Spain.

Tengo la honra de proponerle que esta Nota y su contestación, si su Gobierno está de acuerdo con lo que antecede, constituyan un Acuerdo entre nuestros dos Gobiernos. Acepte, Excelencia, el renovado testimonio de mi más alta consideración.”

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

Excelentísimo Señor Terence A. Todman
Embajador de los Estados Unidos de América
Madrid

[TRANSLATION—TRADUCTION]

MINISTRY OF FOREIGN AFFAIRS

Madrid, 2 July 1982

No. 246/1

Sir,

I have the honour to acknowledge receipt of your note of today's date, which reads as follows:

[*See note I*]

I wish to inform you that the Government of Spain agrees that your note and this reply should constitute an agreement between our two Governments.

Accept, Sir, etc.

His Excellency Mr. Terence A. Todman
Ambassador of the United States of America
Madrid
