



# COOPERATION

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JANUARY 3, 2023

## — AGREEMENT OF DEFENSE COOPERATION BETWEEN THE U.S.A. AND THE KINGDOM OF SPAIN WITH ANNEXES AND NOTES

Signed DEC, 1 1988 (AMB Bartholomew for US, Foreign Minister Francisco Fernández Ordóñez for Spain). Revised by the Protocol of Amendment April, 10 2002, the Second Protocol of Amendment, signed October 12, 2012, and the Third Protocol of Amendment, signed 17 June 2015:

### — PREAMBLE

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

United by the common ideal of respect for the principles of democracy, personal freedom and the rule of law;

Reaffirm their faith in the aims and principles of the charter of the United Nations and their desire to live in peace with all peoples and all governments;

Recognize that the security and full territorial integrity of Spain and the United States of America contribute to maintaining the peace and security of the West;

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

And resolved to maintain that defense cooperation in the bilateral framework and in the framework of their participation in the Atlantic Alliance and guided by the aims and objectives of the Joint Declaration by both countries of January 11, 2001;

Agree as follows:

### — CHAPTER I: GENERAL PROVISIONS

#### Article one

1. The Parties shall maintain and develop their Defense Cooperation bilaterally and in the framework of the North Atlantic Treaty, in pursuit of the principles and objectives set forth in the Preamble of this Agreement on Defense Cooperation.
2. To this end, both Parties shall promote their cooperation in the common defense and 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.

#### Article two

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. To this end, Spain grants to the United States of America the use of operational and support installations and grants



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THE FOREGOING AUTHORIZATIONS SHALL BE CARRIED OUT IN ACCORDANCE WITH CHAPTERS II AND III OF THIS AGREEMENT.

3. The Parties recognize the importance of maintaining military education, training and exchange programs for the instruction of armed forces personnel, under the terms agreed by the competent bodies of both Parties. Exchanges in the field of military intelligence shall also be promoted.

### Article three

The Parties recognize the importance of defense industrial and technological cooperation in strengthening the common defense. They shall strive to improve this bilateral cooperation between their governments and their defense companies, and to take steps toward achieving a more integrated and stronger industrial base.

To this effect the Parties have agreed to a Declaration of Principles for Enhanced Cooperation in Matters of Defense Equipment and Industry.

The Parties shall continue their joint endeavors focusing on fostering continuous growth of their armaments cooperation relationship in such areas as information exchange; engineer and scientist exchange; cooperative development, production and logistics support; and on facilitating stronger transatlantic industrial cooperation. Efforts shall be made to further strengthen the common defense and promote identification and pursuit of additional government-to-government cooperative opportunities in defense related research and development.

The implementation of this cooperation shall be reported to the Bilateral High Level Defense Committee.

### Article four

The status of the members of the force, the civilian component, and accompanying dependents, of each of the Parties when in the territory of the other Party in connection with their official duties, shall be regulated by the provisions of the NATO Status of Forces Agreement and Chapters IV and V of this Agreement.

### Article five

The exchange of information relating to equipment or documents connected with the implementation of this Agreement, shall be consistent with the agreement on the security of classified information in force.

### Article six

1. A Bilateral High Level Defense Committee, chaired by the Secretary of Defense of the United States and by the Minister of Defense of Spain, or by their high-level officers to whom they delegate is hereby established as a body for political consultations between the two countries in the field of defense and to foster the development of this Agreement. The Committee shall meet on a regular basis.

2. Representatives of the Joint Staffs of Spain and the United States shall meet periodically and be in contact with one another as necessary to achieve greater effectiveness in military cooperation.

### Article seven

A Permanent Committee is created to ensure the necessary coordination between the Parties in the implementation of this Agreement and to examine and resolve, as appropriate, such issues as may arise, in the respective countries, as a result of its application and that cannot be resolved within the competence of the United States and Spanish authorities directly concerned.

The Permanent Committee consists of two Sections, Spanish and United States, chaired by representatives of the respective departments of defense and shall include vice chairmanship designated by the Spanish Ministry of Foreign Affairs and the U.S. Department of State respectively. Its organization and operation shall be developed with a view to dealing effectively and expeditiously with the problems that may arise and to promote defense cooperation in the matters within its competence to which this Agreement refers.

### Article eight

1. Pursuant to the provisions of Article Two of this Agreement, 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 listed in Annex 2. Such use and maintenance shall be carried out in accordance with the provisions of Chapter II of this Agreement.

2. Also pursuant to the provisions of Article Two, Spain grants to the United States, for military purposes, in accordance with Chapter III and Annexes 3, 4 and 5 of this Agreement, authorizations for use of Spanish territory, territorial sea and airspace as well as other Spanish installations.



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request of United States forces after consultations at the Permanent Committee. The Permanent Committee shall maintain an up-to-date inventory of the lands or constructions that constitute these IDAs, specifying the functions of each.

4. Environmental Protection. The Parties confirm their mutual commitment to ensuring environmental protection and conservation.

### Article nine

1. 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 Chapter II of this Agreement.
2. The competent authorities of both countries may establish rules governing applicable force protection measures and security procedures.

### Article ten

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 Chapter II of this Agreement.

### Article eleven

1. The storage of ammunition and explosives shall be in accordance with the provisions of Chapter II of this Agreement.
2. The installation, storage or introduction in Spanish territory of nuclear or non-conventional weapons or their components will be subject to the agreement of the Spanish Government.

### Article twelve

1. In case of external threat or attack against either Party acting in accordance with the purposes mentioned in Article Two, paragraph 2 of this Agreement, the time and manner of use of the IDAs and authorizations referred to in Chapters II and III of this 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 direct and immediate self-defense.
2. The Spanish Government and the Government of the United States shall conclude agreements on the use, in time of crisis or war, of Spanish installations, territory, territorial sea and airspace by the United States in support of NATO contingency plans.

### Article thirteen

The United States and Spanish authorities shall cooperate and provide all practicable assistance in peacekeeping and humanitarian assistance operations, in accordance with the domestic laws and regulations of the United States and Spain, respectively.

### Article fourteen

1. In the event of the withdrawal of the United States forces pursuant to Article Sixty-Nine of this Agreement, such withdrawal will be accomplished in accordance with the applicable provisions of Chapter II of this Agreement.
2. Upon written notification of termination pursuant to Article Sixty-Nine of this Agreement, the Parties shall consult in accordance with Chapter II in order for the Spanish Armed Forces to make the 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 fifteen

The Parties recognize that nothing in this 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.

## — CHAPTER II – OPERATIONAL AND SUPPORT INSTALLATIONS

### Article sixteen



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The internal administration of each base will, as regards the bilateral relationship, be determined by rules and procedures mutually agreed by the Commander of the Base and the Commander of the United States forces. These rules and procedures and subsequent modifications shall be submitted to the Permanent Committee which may disapprove or direct changes to them.

2. All the IDAs used by the United States forces in these bases shall be under the responsibility of a Commander of the United States forces at each base who shall exercise command and control over those forces, including their equipment, materiel, and the premises exclusively used by them.
3. The Commander of the base and the Commander of the United States forces stationed thereon shall, in direct contact, ensure that necessary contacts are maintained at the appropriate level, and that specific coordination is established, for compliance with the provisions of this Agreement.
4. The Commander of the base, or a deputy designated by him, shall have access to all IDAs. The Commander of the United States forces shall keep the Commander of the base informed of the areas within the IDAs where cryptographic or other classified equipment and information is located. Access to these areas will be in accordance with procedures as may be agreed.
5. The Commander of the Base shall be informed annually 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.
6. Without prejudice to the provisions of paragraph 2 of this Article, the Commander of the base shall be responsible for:
  - 6.1 Establishment of general regulations of the base.
  - 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 following consultations, as may be necessary, with the Commander of those forces.
  - 6.3 The establishment of security measures in accordance with Article Seventeen.
7. The Spanish Armed Forces shall be responsible for rendering military honors. However, they may be rendered jointly when the Commander of the base and the Commander of the United States forces agree to do so, in accordance with the procedures established by the Permanent Committee.

### Article seventeen

1. Consistent with the provisions of Article Sixteen, the security of each base shall be the responsibility of the Commander of the each base.
2. In accordance with Article Sixteen, paragraph 2, 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. The provisions adopted shall be consistent with the security measures established by the Commander of the base. The Commander of the United States forces may authorize appropriate personnel to carry arms subject to Spanish authorization under the terms to be established in the mutually agreed rules and procedures for the base.
3. The general rules cited in Article Sixteen, paragraph 6.1 shall establish procedures to facilitate the entry and exit of authorized persons and their vehicles. Independently of those which may be issued through the Permanent Committee or the Commander of the base, five categories of authorizations shall exist, covering the following personnel:
  - 3.1 Persons 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 specified in Annex 2 of this Agreement.
  - 3.2 Persons with authorized access owing to their activity on the base who are in possession of an identification card issued by the Commander of the base for the duration of such activity as requested by the Commander of the United States forces.
  - 3.3 Persons with temporary authorized access to residential, social, and recreational areas, at the request of the Commander of the United States forces or of the members of the force or of the civilian component, including the retired members of the United States forces and their dependents residing in Spain.
  - 3.4 Persons who are crew members of vessels of the United States forces for access to Rota Naval Base.
  - 3.5 Other members of the United States armed forces, civilian employees thereof and dependents of the foregoing for



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4. The Commander of the United States forces shall make qualified personnel available to the Commander of each base 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.
5. The Commander of the base 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, and cooperation in time of publish disaster.
6. The United States Naval Criminal Investigative Service (NCIS) and the United States Air Force Office of Special Investigations (OSI) may maintain personnel in Spain to act jointly with their counterparts of Spanish State Security and intelligence services on matters of mutual interest and to conduct criminal investigations involving United States personnel or property. The competent authorities of both countries shall establish regulations for the activities in Spain of NCIS and OSI.

### Article eighteen

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 Sixteen, paragraph 4 may participate jointly with United States personnel in such IDAs.
2. The modalities of the participation referred to in Article Eighteen, paragraph 1 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. 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.
4. In response to requests by the United States forces through the Permanent Committee, it will be the responsibility of the Spanish authorities to provide for:
  - 4.1 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.
  - 4.2 Approval of the arrangements for entry and visits to the bases by dignitaries and officials of the United States who do not have direct authority over the United States forces stationed in Spain.
  - 4.3 Establishment of rules for access to bases by personnel of third-country military forces aboard ships or aircraft of the United States forces.
  - 4.4 Authorization for the entry to the bases of third-country persons not included in paragraph 4.3 of this Article.
5. As an exception, and upon the duly explanatory and detailed request in the Permanent Committee by the United States forces, the Government of Spain may authorize temporary increases over the total level of forces agreed for each base, as well as changes in the nature of said forces.

Increases within the total levels specified for each base do not require the authorization of the Spanish Government.

The Commander of the United States forces shall keep the Commander of the base informed of the significant changes which are going to occur in the actual force levels and shall inform him, with the frequency established, of minor variations which have occurred.

A mutually agreed standard operating procedure shall establish the procedures for the implementation of the preceding paragraph.

### Article nineteen

1. 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. If such removal were to significantly affect the capability of the IDA, consultations shall be established for the reclassification of the IDA or for its possible turnover to the Spanish government. In either case, the participation of the PC is required in order to comply with the provisions of Article Eight, paragraph 1 and Article Eighteen, paragraph 3 of this Agreement.
2. 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 shall be notified. Vacating an IDA



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matter shall be held between the corresponding military authorities of both sides. Either party may initiate such consultations. In anticipation of these situations and in order to ensure continuity in the operation of the cases and establishments, agreements will be established for participation by Spanish personnel in the operation of such IDA's as are determined.

Such agreements shall establish the modalities of participation and training of designated Spanish personnel.

3. Upon expiration of the Agreement or when the United States terminates the use of an IDA, it shall be turned over to the Spanish Government through the Permanent Committee and removed from the inventory in accordance with the following arrangements:

3.1 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, as well as the fuel pipes and tanks that are a part of said systems, provided the Government of the United States shall incur no additional expense thereby.

3.2 The Permanent Committee shall be the body responsible for ensuring that the return is carried out under the conditions set forth in the preceding paragraph, for which purpose it shall designate a bilateral working group from its personnel to monitor the turnover process from the time of notification of the intent to terminate the usage of the corresponding installation until its completion.

3.3 The completion of the process of transferring permanent constructions or buildings in accordance with paragraph 3.1 shall be certified by the Commander of the base and the Commander of the United States forces at the base.

4. The Spanish authorities shall have the right of first purchase of any equipment, materiel, removable structure, or supplies that the United States forces consider excess of IDA stocks and plan to dispose of in Spain. Rules shall be established through the Permanent Committee to facilitate such disposal for the United States forces and the exercise of the Spanish Authorities' right of first refusal.

### Article twenty

1. The functioning and maintenance of general services and installations of the base, and the management of provisioning for these services and installations shall be the responsibility of the Commander of the base, who shall assure to the United States forces the availability of these services and installations under conditions which guarantee the operations of United States units. To discharge this responsibility and promptly and effectively resolve any contingency, the Commander of the base will seek the collaboration of the United States forces. The general services and installations of a base are those which characterize it as such and are essential to the operability of the units.

United States forces may operate and maintain those services and parts of the general services and installations of the base exclusively used by the United States forces.

The above provisions shall be implemented for each base by an MOU mutually agreed upon in the Permanent Committee.

2. The Commander of the base shall establish the necessary provisions so that the Commander of the United States forces has timely information regarding any foreseeable change in the system of provision of the services or in the normal carrying out of activities of the base. Furthermore, the Commander of the United States forces shall inform the Commander of the base of any problem which in his view has arisen or which he foresees may arise in providing said services. These matters will be the subject of prior consultations for their resolution and those which cannot be resolved at this level shall be the subject of urgent consideration in the Permanent Committee.

3. Each Party shall bear the costs of operation and maintenance of services and installations, or parts thereof, referred to in paragraph 1 of this Article which it uses exclusively, as well as the identifiable direct costs for its use of jointly used installations and general services of the base. The general costs of utilization and maintenance of jointly used installations and general services of the base shall be shared by both Parties on a proportional basis in accordance with the service provided to each Party. The parties will enter into written agreements regarding the sharing of the costs which will be submitted to the Permanent Committee for approval.

4. To ensure 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 of the Spanish armed forces, in particular those relating to hazardous, pollutant, and toxic substances. The Commander of the base 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 impacts on the health and environment, if any, as well as corrective measures, and contingency measures for accidents.



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### Article twenty-one

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.
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 Permanent Committee.
3. The provisions agreed to for each base shall ensure that maintenance projects by one Party which could affect the activities of the other Party are coordinated at the appropriate level, sufficiently in advance of initiation of the execution. The Commander of the base shall be responsible for the coordination of the maintenance plans or projects of both Parties, so that their activities are not adversely affected.

### Article twenty-two

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 the IDAs and to carry out the activities authorized by this agreement, within the force level established by Annex 2. Members of the forces and civilian component may be accompanied by their dependents. The force level shall specify:

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 a general description of their principal activities.

The Permanent Committee shall maintain an up-to-date list of the location and type of principal military units permanently assigned or on rotation in Spain, with an indication of their missions, including the type and maximum number of authorized aircraft.

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 listed in Annex 2. A breakdown of the maximum number of members of the force and civilian component that may form part of each type unit indicated in the authorized force level for each base shall be maintained in the Permanent Committee.

2. The appropriate United States authority shall submit quarterly to the Permanent Committee an updated report of the units and personnel permanently assigned in Spain, including their dependents. The Permanent Committee shall submit copies of such reports, in pertinent part, to the Commander of the corresponding base.

3. The Government of the United States may also assign members of the force and civilian component to Spain on a temporary basis in connection with their official duties within the levels established in Annex 2, periodically reporting to the Permanent Committee. In the case of Morón Air Base, any temporary deployment of the additional U.S. military force anticipated in Annex 2, Section 3.2, shall require prior consultations at the highest level between both departments of defense.

4. The United States forces may bring into Spanish territory limited numbers of personnel of third countries with respired 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 the appropriate reasons therefor, shall be submitted to through the Permanent Committee.

The appropriate United States authorities shall provide quarterly to the Permanent Committee and to the Commander of the base 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 twenty-three

1. The United States forces may store and maintain ammunition and explosives in the IDAs designated for this purpose at the bases listed in Annex 2.
2. Authorization for any substantial increase or change in the nature of ammunition normally stored in an IDA shall be processed through the Permanent Committee.
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.
4. In the general plans for bases where IDAs of the aforementioned type are located, appropriate safety areas shall be specified, even when such areas exceed the perimeters of the base. In these safety areas, the provisions of existing Spanish legislation shall apply.



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### Article twenty-four

1. The Parties reaffirm that the Agreement on Defense Cooperation has been concluded in recognition of Spain's full sovereignty and control over its territory and airspace. Consequently, the authorizations established in this chapter will be applied in conformity with those principles of sovereignty and control.
2. Such authorizations shall be applicable exclusively to activities for purposes within the scope of Article Two, paragraph 2 of this Agreement.

### Article twenty-five

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 air space, and use the bases specified in Annex 2 of this Agreement, with no other requirement 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 Permanent Committee at least 48 hours in advance.
2. Aircraft flying logistics missions, operated by or for the United States forces, other than those in paragraph 1, not carrying VIPs, HAZMAT or cargo or passengers that might be controversial to Spain may overfly, enter or exit Spanish airspace and use the bases specified in Annex 2 on quarterly blanket overflight clearances authorized by the Permanent Committee.
3. Other United States aircraft operated by or for the United States forces not included in the preceding paragraphs may be authorized to overfly Spanish airspace and use the bases specified in Annex 2 as well as other Spanish bases, airfields and airports, requesting authorization through the Permanent Committee at least 48 hours in advance.
4. The competent Spanish authorities may, when circumstances warrant, reduce the requirements established in the preceding paragraphs of this Article.
5. In situations referred to in Article Twelve of this Agreement as well as to carry out flights whose purposes go beyond those mentioned in Article Two, paragraph 2 of this Agreement, United States aircraft operated by or for the United States forces may enjoy the privileges cited in paragraph 1 of this Article through prior authorization of the Spanish Government.
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 Permanent Committee.
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.
8. Any problems which may arise regarding the applicability of any of the preceding provisions to particular missions shall be referred to the Permanent Committee which may establish an operational procedure.
9. The authorities of the United States shall grant to the Spanish forces aircraft and Spanish State aircraft with destination to or overflying the territory of the United States an annual blanket clearance.

### Article twenty-six

1. All movements in Spanish airspace of aircraft of the United States forces shall be conducted in accordance with duly cleared flight plans and shall be governed by the rules and procedures of the Spanish regulations on General Air Traffic and Operational Air Traffic.
2. Flights under VFR (Visual Flight Rules) conditions or which may pose a special risk to the population shall not be conducted without express authorization of the Spanish authorities.
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 will be present, who shall have adequate knowledge of the Spanish language to communicate without difficulty with Spanish controllers and assist the Spanish chief controller in his task.

### Article twenty-seven

1. Aircraft of the United States forces permanently assigned or on rotation in Spain and air units of the Sixth Fleet shall be





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programs prepared annually by Spanish authorities, taking into account the needs of the United States forces in Spain. Spain shall consider additional requests for airspace and installations for training as submitted by the United States forces.

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.
3. Training flights shall be conducted in conformity with the regulations and procedures established by the Spanish regulations on General Air Traffic and Operational Air Traffic.
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.
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.
6. Expenses incurred by the utilization of ranges will be distributed in accordance with the rules for such purposes to be adopted through the Permanent Committee.

### Article twenty-eight

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 Permanent Committee.

### Article twenty-nine

1. In case of accidents occurring to aircraft of the United States Forces in Spanish territory, Spanish and United States authorities will cooperate in the adoption of rescue measures.
2. In cases of accidents in Spanish territory involving aircraft operated by United States forces, an investigation of aircraft accidents shall be carried out in accordance with Spanish legislation and an independent accident safety investigation shall be conducted in accordance with the provisions of NATO Standardization Agreement 3531.
3. The external security of the damaged aircraft will be the responsibility of the Spanish authorities. For this purpose, the armed forces and state security forces will be responsible for the protection of the wreckage and security of the area. However, United States forces, if first in the area, may assume the protection of the wreckage pending arrival of said Spanish forces.
4. The removal of the damaged aircraft and its technical equipment shall be the responsibility of the United States which shall bear the cost of such removal. Economic compensation for damage produced in the area of the accident will be regulated in accordance with the provisions of Article VIII of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of Forces.

### Article thirty

United States and Spanish authorities shall cooperate in and provide all possible assistance in search and rescue operations.

### Article thirty-one

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 Chapter II and Annex 3 of his Agreement and shall contain:
  - 1.1 Procedures concerning warships, including arrival notification, priority for entrance and docking, and others as may be deemed necessary.
  - 1.2 Procedures concerning merchant ships, including those in paragraph 1.1, as well as piloting, towing, mooring, sanitation, pratique, cargo manifest, customs, and other measures necessary to avoid possible interference, incompatibility, port congestion, and accident risks.
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



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submerged vessels shall be mutually agreed between the respective authorities of the United States Navy and the Spanish Navy.

### Article thirty-two

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 Permanent Committee, unless such operations will take place entirely within the bases listed in Annex 2 of this 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:

1.1 Loading or unloading site, and point of destination;

1.2 Requested anchorage or pier;

1.3 Expected date and time of arrival;

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

1.5 Expected duration of loading or off-loading;

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

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

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

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

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;

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 a minimum, be applied, as well as those specific regulations which govern the means of transportation utilized.

2.3 Significant internal movements of ammunition or explosive material inside the bases included under Annex 2 shall be notified in advance to the Commander of the base.

### Article thirty-three

The installation, maintenance, and use of communications and electronics systems by United States forces in Spain shall be as provided in Annex 4.

### Article thirty-four

Deleted

### Article thirty-five

1. During the period of validity of this Agreement and by means of the Rota-Zaragoza pipeline (ROTAZA) described in Annex 5 and the IDAs and installations referred to in this Agreement, Spain shall authorize and guarantee to the United States movement and storage services for the normal fuel requirements of the United States armed forces and the increased use of the pipeline to meet the requirements of said forces in case of emergency. The fuel requirements of the United States armed forces shall in all cases be compatible with those of the Spanish armed forces.

2. The movement of products for the United States armed forces and the Spanish armed forces shall have identical priority. Both shall have preference with respect to the movement of commercial products.

3. The costs arising from the services set forth in paragraph 1 shall be subject to reimbursement.

4. The details related to the scheduling of movements and storage, as well as those of a technical nature related to fuels and to the installation itself, are specified in Annex 5 of this Agreement.

5. Spain shall have custody of and responsibility for all United States petroleum products in the ROTAZA pipeline or in the inland terminal.



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FUNCTIONS OF THE MIXED TECHNICAL COMMISSION SHALL BE SET FORTH IN ANNEX 5.

7. The ROTAZA pipeline and storage facilities included in Annex 5 and the petroleum products carried by the pipeline shall be maintained in accordance with NATO Standardization Agreements.
8. The petroleum products receiving station on the bulk fuel discharge/loading pier included in the Rota petroleum sea terminal shall be available for use by the Ministry of Defense under a separate Memorandum of Understanding between the United States Navy and the Spanish Navy and approved by the Mixed Technical Commission. Other piers that could be used indirectly for the movement of petroleum products to the IDAs and storage and supply facilities may be made available to the United States for use when authorized by the Spanish Naval Commander.
9. The United States armed forces and the Spanish armed forces may conclude separate Memoranda of Understanding for petroleum exchange relating to ships and aircraft that shall benefit both Parties. Exchange agreements relating to ships and aircraft shall not be made a part of the ROTAZA pipeline Memorandum of Understanding, but shall be contained in a separate Memorandum of Understanding.

## — CHAPTER IV – STATUS OF UNITED STATES FORCES IN SPAIN

### Article thirty-six

1. "Members of the force" means the personnel belonging to land, sea or air armed services of the United States when in Spain in connection with their official duties.
2. The term "civilian component" as defined in Article I, paragraph I (b) of 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 shall also mean employees of a non-Spanish and noncommercial organization agreed upon by the Permanent Committee, who are nationals of or ordinarily resident in the United States and who, solely for the purpose of contributing to the welfare, morale, or education of the force, are accompanying those forces in Spain.
3. The term "dependent," as defined in Article I, paragraph 1 (c) of the Status of Forces Agreement, means the spouse of a member of the force or the civilian component; or a child of such a member dependent on him or her for support; or 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 such a member; who shares the quarters occupied by such a member and who is recognized as a dependent of such a member by the military authorities of the United States. Upon approval by the Permanent Committee, other family members may be included in this provision as dependents when warranted by special circumstances.
4. The definition of the term "duty" in Article XI, paragraph 12 of the Status of Forces Agreement shall apply whenever that term is used in this Agreement in connection with an importation or exportation.
5. The term "local labor personnel" as used in this Chapter and Annex 8 means persons of Spanish nationality hired by the Spanish Ministry of Defense to render services to the United States forces on Spanish military bases, other than members of the force, the civilian component, dependents, and persons referred to in Article 8, paragraph 1 of Annex 8 of this Agreement.

### Article thirty-seven

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. 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.
3. Members of the force, the civilian component, and their dependents shall be exempt from registration and control as aliens.
4. The Commander of the base 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 paragraphs 1 and 2 of this Article.
5. During their stay in Spain, members of the force, the civilian component, and their dependents will prove their status



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Permanent Committee. The above documentation shall be valid in Spanish territory and in no case shall be valid for border crossings.

### Article thirty-eight

1. With respect to the provisions of Article IV of the NATO Status of Forces Agreement, members of the force and the civilian component permanently assigned in Spain and the dependents of either, 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 a test.
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 Permanent Committee 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. While the application for a Spanish driver's license is being processed, the applicant shall be entitled to operate a motor vehicle on the basis of a duly certified Spanish translation of his United States license.
4. Spanish 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 Permanent Committee. 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.
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 thirty-nine

1. The Spanish Government 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. In accordance with Article VII of the Status of Forces Agreement, the appropriate Spanish authorities will give expeditious and sympathetic consideration to requests for a waiver of criminal jurisdiction made by the authorities of the United States.
2. The Spanish Government shall assist the United States forces in the expeditious processing of a request for a waiver of criminal jurisdiction in accordance with the following procedures:
  - 2.1 A request for waiver of jurisdiction shall be presented to the Permanent Committee 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.
  - 2.2 The request shall be reviewed by the Permanent Committee which, except in cases of particular significance to Spain, shall recommend waiver of criminal jurisdiction to the appropriate Spanish authorities within fifteen (15) days.
  - 2.3 The appropriate Spanish authorities shall make a decision on the request within thirty (30) days of receipt.
  - 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 forty

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.
2. In the event the appropriate Spanish authorities have doubt concerning the certificate it will be reviewed by the Permanent Committee, which shall submit a recommendation to those authorities within thirty (30) days.

### Article forty-one



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their own powers until the conclusion of judicial proceedings.

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.

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 their presence and, in any case, the appearance of such persons at the trial. The criminal proceedings against a member of the force whose custody has been entrusted to the United States military authorities, shall be subject to preferential treatment, in accord with the provisions of Article VII of the NATO Status of Forces Agreement providing for prompt and speedy trial. In any case, the duration of provisional confinement provided under Spanish law shall not be exceeded.

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

4.1 If the court decrees provisional liberty without bail, the guarantees of paragraph 3 above will satisfy the obligation of periodic reporting called for in Spanish laws.

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 in custody under these circumstances may be credited against any sentence to confinement eventually adjudged.

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.

5. In accordance with Article VII, paragraph 5 (b) of the NATO Status of Forces Agreement, the Spanish authorities shall notify the United States authorities with all due speed of the arrest or detention of a member of the force, the civilian component or accompanying dependents of either.

### Article forty-two

1. 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 Permanent Committee 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.

2. Such prison sentences may be served in penal institutions in the United States in accordance with the European Convention on the Transfer of Sentenced Persons done at Strasbourg on March 21, 1983.

### Article forty-three

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

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

### Article forty-four

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 such act or omission. 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.

2. If it should be necessary to determine the applicability of paragraph 1, 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 arose out of 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 Permanent Committee.



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such contractors, nor members of the civilian component not employed by the United States forces.

### Article forty-five

1. Except as provided in this Article, the acquisition of goods and services in the Spanish market by members of the force, the civilian component, or dependents, for personal use, shall be subject to the applicable Spanish taxes. Members of the force and of the civilian component permanently assigned in Spain, however, shall not be liable to pay any tax on the ownership, possession, use, transfer amongst themselves, or transfer by death of their movable property imported into Spain or acquired there for their personal use.

2. Income received by members of the force and of the civilian component from employment, and income received by such persons from sources outside Spain, shall be exempt from Spanish taxes on income as provided in Article X of the Status of Forces Agreement. Members of the force and the civilian component shall also be exempt from taxes on income received by reason of employment with the organizations referred to in Article Forty-Nine of this Agreement.

3. The exemption from taxes on income shall not apply to other income from sources in Spain that would otherwise be taxable under Spanish law.

### Article forty-six

1. The importation of materiel, equipment, supplies, provisions and other property into Spain by the United States forces, for official purposes in the exercise of the functions authorized in this Agreement shall be exempt from all types of Spanish duties, taxes and charges. The supply, including acquisition, of such goods in Spain and the rendering of services to the United States forces for the same purposes shall enjoy the fiscal benefits granted to exports and shall be exempt from all Spanish taxes, duties and charges directly applicable to such acquisitions if the total cost of each acquisition equals or exceeds 600 euros.

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

3. The exemptions provided in paragraphs 1 and 2 of this Article shall also apply to materiel, 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 this Agreement.

4. The Spanish state shall bear all the charges arising from imports or the supply, including acquisition, of goods in Spain and the rendering of services for projects funded jointly by Spain and the United States or for which the United States contributes funds for the purposes of the Agreement, including imports and other means of supply arising from the execution of work and service contracts performed for such purposes.

5. The exemptions provided in this Article shall also apply to the supply of property of the same type, to the importation of materiel, equipment, supplies, provisions and other goods and to services rendered to the Spanish Armed Forces for transfer to the United States forces for the purpose of this Agreement.

### Article forty-seven

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

2. Members of the force or the civilian component permanently assigned in Spain may possess and maintain, at any one time, one motor vehicle imported under this exemption and one motor vehicle of European Community manufacture acquired in Spain in accordance with special arrangements and free of the Spanish value-added tax. Dependents over the age of 18 may possess and maintain under the same conditions one motor vehicle of European Community manufacture.

3. The importation into Spain through military post offices referred to in Article 51 of this Agreement of articles for the personal use of members of the force or of the civilian component permanently assigned in Spain and dependents of either shall be free of Spanish duties if the value of such articles does not exceed the equivalent in euros of one-hundred (\$100.00) United States dollars.

4. The property imported under the provisions of paragraphs 1, 2, and 3 of this Article shall, without prejudice to the exemptions provided by this article be considered as temporarily imported property for Spanish tax and customs purposes.



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by the appropriate Spanish authorities and, if necessary, after payment of import taxes thereon. However, the property referred to in paragraphs 1, 2 and 3 of this Article and in Article 49.5 may be transferred tax and duty-free and unconditionally to non-profit entities in accordance with Spanish law three years after being purchased or imported; the Permanent Committee shall adopt appropriate general control measures.

6. The exportation of property referred to in paragraphs 1, 2 and 3 of this Article or acquired in Spain for the owner's personal use shall be exempt from all types of Spanish duties.

### Article forty-eight

1. The special arrangements to cross borders 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 Permanent Committee.
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 Permanent Committee.
3. The Commander of the base 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 paragraphs 1 and 2 of this Article.

### Article forty-nine

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.
2. Pursuant to paragraph 1 of this Article, the organizations of the United States forces listed in that paragraph and their contractors insofar as the provision of supplies and services on behalf of these organizations is concerned, may:
  - 2.1. Import free of Spanish duties reasonable quantities of provisions and other goods.
  - 2.2. Acquire provisions, other goods and services necessary to carry out the authorized activities in the Spanish domestic market with the benefit of the tax regime provided for in Article 46, paragraph 1, of this Agreement.
  - 2.3. Provide authorized services and sell such provisions and other goods so imported or acquired with exemption from any Spanish taxes, duties, or charges.
  - 2.4. Export to the United States governmental entities, free of Spanish duties, such provisions and other goods.
3. With respect to the organizations referred to in paragraph 1 of this Article and their contractors, the Permanent Committee 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 paragraph 1 of this Article.
4. Spanish customs authorities, on the recommendation of the Permanent Committee, 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.
5. Articles acquired by members of the force, the civilian component, or dependents from the organizations referred to in paragraph 1 of this Article, and their contractors, may not be transferred to persons other than those referred to in that Article.
6. Spanish Commanders of the bases and the Commanders of the United States forces shall ensure that the provisions of this Article are complied with, and shall cooperate fully with the Spanish Ministry of Finance authorities in inspections of the organizations referred to in paragraph 1 of this Article, and their contractors, in the investigation of abuses of customs and fiscal matters. In cases where an infraction is discovered, United States military authorities shall render all assistance within their power to those Spanish authorities in the collection of any resulting duties and penalties.

### Article fifty

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:
2. Applications for the clearance through customs of imported vehicles shall be sent to the customs authorities of the port of entry, who shall immediately authorize clearance on forms authorized for this purpose. This authorization 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 paragraph 1 of this Article.



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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.

4. United States authorities shall inspect vehicles covered by this Article for compliance with safety standards established by the Permanent Committee.

5. The United States Section of the Permanent Committee shall be responsible for the administrative control of the registration numbers issued. If the owner of a vehicle registered in accordance with paragraph 3 of this Article loses his status under the Status of Forces Agreement and this Agreement, the above Section shall so notify the Director General of Customs and Excise and the Jefatura Central de Tráfico in the Ministry of the Interior.

### Article fifty-one

1. The United States may establish, maintain and operate, within the IDAs used and maintained by the United States forces in Spanish military bases, 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.

2. This mail may be transported within Spanish territory in sealed containers, provided that they conform to the identification rules approved by the Permanent Committee.

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.

## — CHAPTER V – STATUS OF THE SPANISH FORCES IN THE UNITED STATES OF AMERICA

### Article fifty-two

1. "Members of the force" means the personnel belonging to land, sea or air armed services of Spain when in the United States of America in connection with their official duties.

2. The term "dependent," as defined in Article I, paragraph 1 (c) of the Status of Forces Agreement, shall include the spouse of a member of the force or the civilian component, or a child of such a member dependent on him or her for support; or 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 such a member; who shares the quarters occupied by such a member and who is recognized as a dependent of such a member by the military authorities of Spain. Upon approval by the Permanent Committee, other family members may be included as dependents when warranted by special circumstances.

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 import or export.

### Article fifty-three

1. In accordance with current practices and unless otherwise mutually 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. Subject to the conditions set forth in Article III of the Status of Forces Agreement, members of the force shall be exempt from passport and visa regulations and immigration inspection on entering or leaving the territory of the United States. Members of the force shall be exempt from registration and control as aliens.

3. The members of the civilian component and the dependents of members of the force and civilian component shall be exempt from registration and control as aliens. United States authorities shall facilitate the issuance of visas under the special procedures applicable for NATO personnel.

### Article fifty-four

1. In accordance with Article IV of the NATO Status of Forces Agreement and as provided under Article 24 of the Geneva Convention of Road Traffic of September 19, 1949, United States authorities shall (a) accept as valid, without a driving test





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license to any member of a force of civilian component permanently assigned in the United States who holds a driving permit or license issued by Spanish authorities, provided that no driving test shall be required.

2. To facilitate the implementation of these Agreements, the United States Section of the Permanent Committee shall issue appropriate documentation to verify an individual's entitlement to the rights specified in this Article.
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 fifty-five

1. 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 the Spanish authorities.
2. The Government of the United States recognizes the particular importance of disciplinary control by Spanish military authorities over the members of the force and the effect that such control has upon operational readiness. In accordance with Article VII of the NATO Status of Forces Agreement, the competent United States authorities shall give expeditious and sympathetic consideration to the waiver of their criminal jurisdiction upon request of the Spanish armed forces. The United States Government shall assist the Spanish forces in expeditious processing of a request for the waiver of jurisdiction. The Permanent Committee shall seek a waiver of criminal jurisdiction from the competent United States authorities in all cases where the Spanish forces so request, except in cases considered to be of particular importance to the United States.
3. In accordance with Article VII, paragraph 5(b) of the NATO Status of Forces Agreement the United States authorities shall notify Spanish authorities with all due speed of the arrest or detention of a member of the force, the civilian component or accompanying dependents of either.
4. Persons subject to Spanish military law who are prosecuted under United States jurisdiction will be entitled to have a representative of the Spanish government present during the trial, which will be public, except when the court decrees otherwise in accordance with United States law.
5. No member of the Spanish forces, civilian component or their dependents, shall be subject to prosecution by United States military courts or tribunals except in time of war or hostilities.
6. If such persons are detained on a United States military installation they shall be turned over to appropriate U.S. civil or Spanish military authorities as soon as jurisdiction is determined.

### Article fifty-six

For the purposes of Article VII, paragraph 3 (a) of the NATO 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 legally competent United States 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 within thirty days.

### Article fifty-seven

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.
2. 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.
3. The United States government guarantees to the authorities of Spain the right to visit at any time the persons referred to in paragraph 1 of this Article and provide them such material assistance as the authorities of Spain deem appropriate, in accordance with the pertinent state and federal law and prison regulations.
4. Such prison sentences may be served in penal institutions in Spain in accordance with the European Convention on the Transfer of Sentenced Persons done at Strasbourg on March 21, 1983.



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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.

2. Members of the force and the civilian component permanently assigned in the United States and dependents of either, however, shall not be liable to pay any tax to the United States or its local entities on the ownership, possession, transfer amongst themselves, or transfer by death of their movable property imported or acquired in the United States solely for their personal use.

### Article fifty-nine

1. With reference to Article XI (5), (6), and (7) of the NATO 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 permanently assigned in the United States, and dependents of either, may be imported into and retained in the United States without the payment of duties. On the occasion of the initial arrival in the United States of members of the force or civilian component, as well as the initial arrival in the United States of the dependents of either, and during a period of six months thereafter, 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.

2. Members of the force and the civilian component permanently assigned in the United States may import temporarily free of duty and taxes private motor vehicles for the personal use of themselves and their dependents. Automobiles so imported by members of the Spanish forces and the civilian component shall, consistent with U.S. law, be exempt from environmental and safety standards established by United States laws and regulations. In connection with applications and compliance with the required administrative formalities for customs clearance and registration of motor vehicles that are the private property of members of the Spanish force, civilian component and dependents in the United States, the United States Section of the Permanent Committee shall provide adequate information to the competent authorities regarding the status of these persons individually as regards the benefits granted under this provision.

### Article sixty

1. 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.

2. The U.S. Department of Defense will provide care to members of the Spanish forces and the civilian component and their dependents according to the terms referred to in paragraph 5, Article IX of the Status of Forces Agreement, in Department of Defense medical treatment facilities in the United States, to the same extent that members of the U.S. forces, the civilian component and their dependents are provided such care by the Spanish government in Spain pursuant to arrangements between the two governments.

3. U.S. military authorities shall issue identification documents in the English language to members of the Spanish forces and the civilian component and their dependents for entry into authorized U.S. military installations.

4. An agreement may be reached between the Spanish Ministry of Defense and the U.S. Department of Defense with a view to increasing the provision of reciprocal health care.

### Article sixty-one

Except where expressly provided by law, the requirements to contribute to social security, including social and medical assistance, shall not apply to salaries or emoluments received by members of the force or of the civilian component from the government of Spain as such members.

### Article sixty-two

The remains of Spanish members of the force, the civilian component, and dependents who die in the United States may be claimed, given post mortem examination, embalmed and transported to Spain upon authorization of the appropriate United States authorities. The certificates of death and other required documents will be prepared, in accordance with United States law, by a doctor who certifies death. The United States authorities will have access to any document or proceeding necessary to comply with the provisions established by United States law. Delivery of the remains and post mortem examination shall, in all cases, be subject to the appropriate U.S. judicial authority if the cadaver is at the



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1. A member of the Spanish forces or civilian component shall not be subject to any proceedings in United States courts for the enforcement of any judgment for claims arising out of acts or omissions done in the performance of their official duties, within the scope of Article VIII, paragraph 5 of the Status of Forces Agreement.

2. The United States authorities shall move to dismiss any suit brought in U.S. courts against members of the Spanish forces or civilian component that states a claim within the scope of Article VIII, paragraph 5 of the Status of Forces Agreement.

### Article sixty-four

U.S. military authorities shall render such assistance as may be feasible in appropriate cases to Spanish members of the force, civilian component and their dependents to secure compliance with judgments, decisions and orders in non-criminal proceedings of United States courts and authorities.

### Article sixty-five

The United States may grant to the Spanish forces use of military facilities in the United States under such favorable terms and conditions as are permitted by United States law and regulations.

### Article sixty-six

1. Within United States forces installations in the United States the Spanish forces shall have the use of all utilities and utilities services which are owned or controlled by the United States government. The term "utilities and utilities services" shall include electricity, gas (natural, manufactured, liquefied petroleum, or mixed), water, sewage disposal, steam, compressed air, refuse collection and disposal, custodial service, mechanical refrigeration, and air conditioning. This right shall be exercised in a manner consistent with the operation by the United States Government of its utilities and services.

2. The use of such utilities and services by the Spanish forces shall be in accordance with priorities, conditions, and rates or charges no less favorable than those accorded other users in like circumstances.

### Article sixty-seven

In addition to the rights provided under Articles Fifty-Four and Sixty 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.

## — CHAPTER VI -FINAL PROVISIONS

### Article sixty-eight

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.

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

### Article sixty-nine

1. This Agreement and its Annexes, which form a part thereof, shall enter into force upon written communication between the Parties that they have satisfied their respective constitutional requirements.

2. The new duration of this revised Agreement shall be eight years. It 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 eight-year term or of any subsequent one-year term, of its intent to the contrary.

(Note: The Second Protocol of Amendment provided that this Agreement, as amended by the Second Protocol of Amendment, shall have a new duration of eight years beginning on the date that this Second Protocol of Amendment entered into force [May 21, 2013], and shall thereafter be extended pursuant to the terms set forth in this paragraph of Article SIXTY NINE.)

3. The Parties may initiate negotiations for possible revision or modification of the Agreement. Such agreed revisions or



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4. Should disagreements arise concerning the interpretation, implementation or compliance with the provisions of the Agreement, 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.

5. In the event of termination of the Agreement 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 the Agreement shall remain in effect.

Revised in Washington the 17th of June of 2015, in duplicate, in the English and the Spanish languages, both texts being equally authentic.

- For the United States of America: Anthony John Blinken, Deputy Secretary of State
- For the Kingdom of Spain: Ignacio Ybáñez Rubio, Secretary of State for Foreign Affairs

## — ANNEXES

### Annex 1: Definitions

For the purposes of this 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 Defense Cooperation.

#### **2. Force, civilian component, and dependents**

For the purposes of this Agreement, these terms are as defined in the NATO Status of Forces Agreement and supplemented in Chapters IV and V and in Annexes 7 and 8.

#### **3. Ships of the Spanish Navy and of the United States**

In connection with port visits, such ships are:

3.1 Vessels of the Spanish navy and United States naval vessels, either combatant or auxiliary, under the command of a naval officer of the corresponding navy.

3.2 Vessels in the service of the Spanish armed forces which are the property of the Spanish government and vessels in the service of the United States Navy called "United States Naval Ships" (USNS) and "General Agency Agreement" (GAA) vessels, which are the property of the United States Government, and whose activities are being carried out through the Military Sealift Command and vessels of the United States Coast Guard.

3.3 Other vessels under the flag of Spain, the United States, or a country which is a member of the Atlantic Alliance, which are wholly chartered by the Spanish Ministry of Defense or the United States Department of Defense.

#### **4. Ship visits**

Ship visits shall be classified as follows:

4.1 Formal visit. A visit made in answer to an invitation by one contracting Party to the other or when it is motivated by an important national or international ceremony, and when both nations agree that the visit shall be of this type.

4.2 Informal visit. A visit which corresponds to a neighborly relation between the two contracting Parties, who agree not to grant it any special prominence. In particular, the definition of informal visits includes those whose purpose is to promote and maintain relations between the two navies.

4.3 Routine visit. A visit arising either in conjunction with joint or national exercises or operations, including those for reasons of logistics and repairs relative to said exercises, or with missions to transport materiel, personnel, fuel, or with search and rescue operations, within the scope and specific purposes of this Agreement. Expressly included in this type of visit are visits for crew rest. Formalities are reduced to a minimum.

### Annex 2: Spanish Bases and Authorized Force Levels



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each, are as follows.

### 1. Moron air base

#### 1.1 Description and Purpose

IDAs required for operations, administration, maintenance, communications, supply and materiel storage, and supporting services for one temporary detachment of tanker aircraft, one permanent or rotational detachment of tanker aircraft, United States aircraft deployments and transits, space operations, an office of criminal investigations, and a crisis response task force.

#### 1.2 Force level

Total authorized permanent personnel level:

Military: 2,200

Civilian: 500

Type of Unit	Type of Aircraft	Authorized No.	Major Activity
Support/Maintenance	---	---	Support and maintenance services for assigned, temporary, and transient units, aircraft and personnel.
Temporary Air Refueling Detachment	Air refueling	10	Air refueling operations. Coordination of refueling activities.
Permanent or Rotational Air refueling detachment activities.	Air refueling	5	Air refueling operations. Coordination of refueling activities.
Space Operations	---	---	Space observations and support of NASA activities.
Office of Special investigations (OSI)	---	---	Criminal investigations& force protection services
Crisis Response Task Force	Transport, Refueling, and Operational Support Aircraft	21	Crisis response operations

Moron Air Base

### 2. Rota naval base

#### 2.1 Description and purpose

IDAs required for operations, administration, maintenance, communications, supply and materiel storage, and supporting services for a naval station including a sea, air and land unit, maritime patrol squadron, fleet air reconnaissance squadron, carrier aircraft detachment for temporary basing, military airlift aerial port, United States aircraft deployments and transits, ship berthing and mooring and fleet logistic support, construction battalion, naval communications station, security force company, criminal investigative unit, Aerial Mail Terminal Detachment, Defense Contracting Management Command, fleet ocean surveillance information facility, naval fuel depot, storage and weather station, as well as the installations for permanent basing of four United States Navy AEGIS ships and their crews at the Rota Naval Base.

Authorization to base the aforesaid four United States Navy AEGIS ships at Rota Naval Base and, consequently, to use the support installations, is granted in accordance with the Agreement.

#### 2.2 Force level

Level of total authorized permanent personnel:

Military: 4,250

Civilian: 1,000

Security Force CompanyNaval reconnaissance—Security and force protection

Type of Unit	Type of Aircraft/Unit	Authorized No.	Major Activity
Naval Station Sea, Air Acrf and Land Unit	Admin.	5	Support, training and maintenance including services for assigned, temporary and transient units, aircraft, watercraft and personnel

Rota Naval Base



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Designation			
Patrol Squadrons	Patrol Acft.	18	Maritime patrol and ocean surface surveillance
Construction Battalion	---	---	Construction, runway repair
Communications Station	---	---	Voice and message communications
Ocean Surveillance and Information	---	---	Information collection and dissemination in support of the fleet
Criminal Investigative Service (NCIS)	---	---	Criminal investigations and force protection services
Aerial Mail Terminal Detachment	---	---	Mail support services
Defense Contracting Management Command	---	---	Quality control of contracts
United States Navy AEGIS destroyers and their crews		4	Contribute to ballistic missile defense
Detachment of a second echelon maintenance unit			Maintenance related to the United States Navy AEGIS destroyers

(Note: The Protocols of Amendment provided that the Parties may enter into administrative agreements and understandings to implement the Protocols of Amendment, as needed, provided that such agreements and understandings are in accordance with the Agreement and with the respective national laws of the Parties)

### 3. U.S. authorized temporary force levels

In accordance with Art. 22.3 of the Agreement, the United States of America may assign temporarily

#### 3.1 At the bases listed in this Annex the following additional personnel:

United States Navy (including USMC): 900  
 United States Air Force: 1,300  
 United States Army: 85

#### 3.2 At Morón Air Base, the following crisis response personnel and aircraft authorized in addition to those provided in subparagraph 3.1 of this annex:

Military: 800  
 Aircraft: 14

## Annex 3: Supplementary Rules on Ship Visits

1. Visits by vessels of the Spanish Navy and of the United States forces in the ports of the other country shall be regulated exclusively by the provisions of NATO Standardization Agreement [STANAG] 1100 and by the supplementary provisions of this Annex.

2. This Annex applies to vessels of the Spanish Navy and of the United States forces as defined in Annex 1, which visit ports of the other country.

3. Vessels of the Spanish Navy and of the United States forces may enter and leave ports and anchorages of either nation in accordance with the provisions of this Annex.

4. Ship visits are classified and defined as specified in Annex 1.

5. Authorizations for visits shall be requested and processed in accordance with the provisions of NATO STANAG 1100, and the following deadlines are established: formal visits, sixty days; informal visits and routine visits, five days.

6. The minimum lead time for requesting any type of visit by nuclear-powered vessels shall be the lead time communicated through the Permanent Committee.

7. Authorizations for ship visits referred to in this Annex will be granted by both governments without asking information on the type of weapons on board the vessels.

8. In cases of emergency, including inclement weather, the visit will be requested directly of the local naval authority.

9. During their stay in ports or anchorages of the other Party, vessels of the Spanish Navy and of the United States forces shall be governed by the following rules:



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9.2 The charges for pilot and port services rendered by official state agencies or entities shall apply to formal visits or visits by warships and auxiliary vessels under the command of naval officers of the respective navies, under the same terms and with the same exemptions applicable to warships of the receiving state.

In military ports the above mentioned charges and charges for anchorages for towing and mooring, when rendered by personnel or service craft of the respective navies, shall be exempt for the vessels defined in Annex I.

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

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

9.5 The wearing of uniforms for visits ashore is authorized.

10. Among the classes of privileges which will normally be accorded to ships of the Spanish navy and those of the United States forces, subject to prior notification, are the following:

10.1 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.

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

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

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

10.5 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.

10.6 Class 6 – Flight training: This will include the shore basing of aircraft and training flights of ship-based and/or shore-based aircraft within the limits the local naval authority may set for reasons of security.

10.7 Class 7 – Conducted tours: Includes authorization for daily or extended tours of cities of both countries.

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

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

11.1 Safe anchorage, including the conditions necessary for dropping and raising anchor, berthing facilities, and for loading and off-loading stores and personnel, shall be assigned to the extent possible as requested by the Spanish Navy or the United States Forces.

11.2 Local hydrographic information will be furnished when requested.

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

12. Nothing in this Annex will prevent the competent authorities from denying a proposed ship visit in the case of port congestion, security or other reasons.

13. When passing through the territorial sea of the other Party, submarines shall navigate on the surface, flying their flag, in accordance with the United Nations Convention on the Law of the Sea.

14. In the event of unforeseen circumstances not covered by the provisions of this Annex, it is to be understood that any vessel covered by this Agreement which is in a port or anchorage of the other Party shall be given the same treatment and consideration as a vessel of that other Party.



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### Article 1

1. The United States forces may use and maintain IDAs resigned for communications and electronics at the bases referred to in Annex 2 in order to facilitate:

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

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

2. Consistent with Article 18, paragraph 4.1 of the Agreement and the provisions of applicable Spanish legislation, the United States forces may carry out actions in the communications field required to:

2.1 Satisfy new operational necessities.

2.2 Improve capabilities of existing systems.

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

Any new communications system or change in an existing one shall not interfere with the existing systems of the Spanish Armed Forces.

3. In general, without prejudice to the provisions of paragraphs 1 and 2 of this Article, 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.

4. The United States are authorized to used codes, cryptographic systems and other means of communication security.

### Article 2

1. Consistent with Article I, paragraph 2 of this Annex, requests of the United States forces for additional cable communications installations or services shall be processed through the Permanent Committee, except for minor or routine transactions within the bases covered by supplementary agreements or understandings between the Parties concerned.

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.

3. When suitable lines cannot be supplied through any Spanish agency, the United States forces, with previous authorization by the Permanent Committee, may install lines, networks and any other cable communications systems for their military requirements. Property not removable under Article Nineteen, paragraph 1 of the Agreement 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 Chapters II and III of the Agreement. Such lines, networks and cable systems may be integrated with those of the Spanish Armed Forces, by mutual agreement.

4. The United States Forces may establish, with authorization from the Permanent Committee, land lines to control transmission and receiver installations and electronic navigational aids. The exact routing of the land lines shall determined in coordination with the competent Spanish military authorities in compliance with applicable legal and administrative provisions.

### Article 3

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

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.

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.

2. Telecommunications antennas installed by the United States forces for the aforesaid purposes will comply with the





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frequencies or call signs or requests for additional frequencies or call signs shall be coordinated, approved, and assigned through the Permanent Committee.

4. Mutually agreed arrangements shall be established for the Spanish Armed Forces' utilization of the means of communication of the United States Department of Defense communications network to the extent feasible.

### Article 4

United States forces may use, under the conditions set forth in Chapter III of this Agreement, navigational aids for approach and landing maneuvers by their aircraft at the bases listed in Annex 2. The operation, maintenance and management of supplies for these air navigation aid services, in accordance with the rules set forth in applicable NATO standardization agreements is the responsibility of the Spanish Armed Forces. Until such time as said forces fully assume these functions, the U. S. forces may continue to operate and maintain their own equipment which is presently installed.

The United States forces may, with prior authorization from the Permanent Committee, install, operate and maintain equipment to meet a specific need.

### Article 5

The Spanish Armed Forces and the United States forces shall cooperate in investigation, isolation and elimination of harmful interference. When such interference originates from or affects civilian systems, procedures for its elimination shall be consistent with those applicable to the Spanish Armed Forces.

## Annex 5: Storage, Transportation and Supply of Fuels

### I. Purpose

This Annex 5 establishes administrative procedures governing fuel support for U.S. forces in Spain, and the exchange of petroleum products through the pipeline system. It applies to hostilities, contingencies, cooperative actions, deployments, exercises, and peacetime operations. By means of this Annex 5, Spain shall provide fuel storage and transportation services for U.S. fuel in accordance with the conditions specified herein.

### II. Scope

A. The infrastructure applicable to this Agreement includes the main pipeline from Rota to the El Arahal storage tanks, the El Arahal storage tanks, and the pipeline connecting the El Arahal terminal to Morón Air Base.

B. The services included under this Annex consist of transportation and storage of petroleum products owned by the United States.

C. This Annex establishes the obligations of both parties with respect to the storage, transportation, and exchange of petroleum products.

### III. Representation

The Ministry of Defense shall represent the Kingdom of Spain in all matters pertaining to this Annex. The Defense Energy Support Center (DESC) shall represent the United States in all such matters. Both parties may designate agents, who shall have full authority, provided their appointment is in writing. The appointment of an agent may be revoked at any time.

### IV. Mixed Technical Commission

The Mixed Technical Commission to which Article 35 of the Agreement on Defense Cooperation refers shall establish the supplementary rules governing authorizations for use with respect to the technical aspects of the storage, transportation and supply of fuel, and shall be applicable to all the activities included in this Annex.

1. Functions. To coordinate the requirements of the U.S. forces with those of the Spanish Government for the use of the Rota-El Arahal pipeline segment, petroleum installations on the bases listed in Annex 2, and the petroleum sea terminal at Rota Naval Base.

Any disagreement within the Mixed Technical Commission shall be brought to the attention of the Permanent Committee for resolution.

2. Composition: The Mixed Technical Commission shall be comprised of the following:

President: Chief, Plans Division of the Spanish Joint Defense Staff.

Members (United States): Chief of the United States Navy Fuels Branch Rota Naval Base. A representative of the DESC. A



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Secretary: A senior official from the Plans Division of the Spanish Joint Defense Staff.

### V. Obligation of the Parties

#### A. Spain:

1. Manage the Mixed Technical Commission according to Article 35 of this Agreement.
2. Provide personnel and equipment necessary for handling U.S. products in the system.
3. Maintain the ROTAZA pipeline in accordance with NATO STANAG 3609.
4. Ensure that the terminal and pumping stations are operated and maintained in accordance with Spanish safety and environmental standards.
5. Ensure that fuel received, stored, and shipped through the ROTAZA meets the NATO STANAG 3747 requirements.
6. Reimburse the United States for fuel losses exceeding the limits determined in Section X of this Annex due to contamination, breakdown, or accident not attributable to war or acts of God.
7. Assume responsibility for any liability to third parties as a result of environmental pollution.
8. Maintain the pipeline and all transfer facilities to provide the minimum flow rates for F-34/F-35 as noted in section VI paragraph G of this Annex.
9. Perform quality control and inspection functions in accordance with NATO standards.
10. Maintain accountability for fuel inventories and provide Desc with inventory reports as required.
11. Establish and maintain an inspection system acceptable to Desc. Records of all inspections performed shall be made available to Desc upon request. The inspection schedule shall be agreed upon by members of the Technical Inspection Group of the Ministry of Defense and DESC for the ROTAZA pipeline. Inspections shall be conducted in accordance with STANAG 3609.
12. Grant DESC the right to inspect services provided under this Annex 5.
13. Determine operation, maintenance, movement, and project costs for ROTAZA pipeline operations and prepare an annual budget.
14. Prepare and submit quarterly invoices for services rendered, as set forth in the Memorandum of Understanding.
15. Exchange fuel according to agreements concluded between DESC and the Spanish Air Force.

#### B. The United States:

1. Ensure that any fuel entering the system from U.S. sources meets the requirements of NATO STANAG 3747.
2. With Ministry of Defense concurrence, pay all reasonable expenditures approved in the annual budget.
3. Provide 24 hours advance notification of any visits to ROTAZA facilities for the purpose of quality surveillance or operational review.
4. Exchange petroleum products with Spain according to the agreements concluded between DESC and the Spanish Air Force.
5. Appoint the U.S. members of the Mixed Technical Commission. DESC shall be the spokesperson of the Technical Inspection Group of the Ministry of Defense for ROTAZA.

### VI. Operation

A. The Rota-Zaragoza pipeline is a Spanish military installation, operated and maintained by a concessionaire. The Rota-El Arahah portion of the pipeline is the only segment used by the United States. That segment runs from the multi-collector of the Rota Naval Base to El Arahah pumping station number 2, and includes both the multi-collector and the pumping station.

The El Arahah inland terminal comprises the storage station of El Arahah, and lines connecting this station with the Morón Air Base fuel storage installation.

The Rota-El Arahah pipeline segment is connected to the petroleum marine terminal at Rota Naval Base.

B. Movements of United States and Spanish products within the ROTAZA system shall have equal priority, and both shall have priority over the movement of civilian products. DESC shall notify the Ministry of Defense of any movements of fuel.

C. The Ministry of Defense may not move U.S. fuel within the ROTAZA pipeline system or between tanks inside the terminal without prior authorization and approval of DESC.

D. The Ministry of Defense shall operate and maintain the transfer pumps and injection systems and provide the necessary additives for injection into U.S. products. The Ministry of Defense shall ensure that products being transferred to U.S. facilities are properly injected with FSII, CI, and SDA. The injected product shall meet the specifications of NATO STANAG 3747 for F-34/F-35. Quality control of the products of the Spanish Armed Forces and of the United States that are transported via the Rota-El Arahah pipeline and/or stored in the inland terminal tanks at El Arahah shall be carried out by the "Esteban Terrada" National Institute of Aerospace Technology.



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Ministry of Defense and DESC shall make every effort to consume fuel stored in the system that has been dormant for more than five years or shows signs of deterioration upon testing. When this occurs, the Parties shall jointly establish the minimum specifications to be met by the fuel being exchanged.

### G. Minimum Flow Rates:

- (1) Rota to El Arahal
  - Normal Flow: 1200 GPM (270 m<sup>3</sup>/h)
  - Reverse Flow: 1200 GPM (270 m<sup>3</sup>/h)
- (2) El Arahal to Morón AB
  - Normal Flow: 800 GPM (180 m<sup>3</sup>/h)
  - Reverse Flow: 800 GPM (180 m<sup>3</sup>/h)

## VII. Financial Matters

A. Budgeting for services provided by the Ministry of Defense shall be determined in the following manner:

1. Before September 15, Desc shall provide the Ministry of Defense with projected annual throughput requirements for the upcoming calendar year (January through December).
2. Before November 15, the Ministry of Defense shall provide a five-year budget to Desc. A budget for each of the five years shall be shown on a separate sheet. The data covering the calendar year shall constitute a formal budget proposal. The data covering the following four years shall be estimates.
3. In September, the Ministry of Defense and Desc representatives shall meet to discuss the upcoming year's (January – December) budget and to agree on allowable costs and prices.

B. Funding Approval:

1. This Annex 5 does not obligate funds.
2. After the budget and statement of prices are approved by Desc, a copy shall be provided to the Mixed Technical Commission.
3. Funding approved by Desc must be used within the designated budget year. Any extension beyond the budget year must be approved by Desc.

C. Payment: Payments shall be made quarterly within 30 days after validation of accounts and invoices.

## VIII. Customs and Excise

The United States is exempt from customs and taxation as described in the Agreement on Defense Cooperation.

## IX. Annual Statement of Prices

The annual statement of prices shall include all allowed costs as stated below:

1. Terminal Operation. The United States shall reimburse for the use of El Arahal, to include operation of facility, maintenance of tanks, lines, pumps, all other systems, routine and special maintenance, inspection, and movement of product within the terminal and to pumping stations. This shall be a single annual cost.
2. Pipeline Movements. The United States shall reimburse movements through the Rotaza system and transfers from El Arahal to Morón Air Base. The rate shall be the rate per barrel or the equivalent in the International System (m<sup>3</sup>), depending on the source and destination of the transfer.
3. Injection of additives. The United States shall reimburse injection of additives into fuel transferred from the El Arahal terminal to Morón Air Base. The rate shall be expressed as the rate per barrel, or the equivalent in the International System (m<sup>3</sup>), of fuel transferred.
4. Projects. This shall be a list of individual projects and costs proposed for that fiscal year. The projects must be approved by the Mixed Technical Commission. The United States may request projects that modify the capabilities of the system. If such modifications are made, it shall be solely to meet United States requirements governing the new capabilities, but the projects shall be carried out in accordance with Spanish rules, specifications, and regulations. The United States shall bear all costs associated with these projects. On completion of the projects, maintenance of the added capabilities shall then be considered part of the services provided under this Annex.



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The annual statement of prices shall indicate each of the project names and the agreed total cost for each.

### X. Product Losses

1. Storage. Fuel losses incurred during storage and handling shall be computed by the Ministry of Defense and reported to Desc by the third working day of each month. If storage and handling loss variance, compared to previous monthly measurement results, exceeds ¼ of one percent (0.25%) for the total amount of product on hand and handled, a joint investigation shall be conducted by the Ministry of Defense and Desc to determine the causes. Necessary action shall be adopted based upon the principle of equity. The investigation shall be headed by the Ministry of Defense, which shall prepare a written report of the investigation. A copy of the report shall be forwarded to Desc with the next monthly inventory report.

2. Transit Losses. Differences between shipment tank(s) and receipt tank(s) on either shipments or receipts exceeding ½ of one percent (0.50%) of the total amount of product handled shall require a joint investigation conducted by the Ministry of Defense and Desc to determine the causes. Necessary action shall be adopted based upon the principle of equity. The investigation shall be headed by the Ministry of Defense, which shall prepare a written report of the investigation. A copy of the report shall be forwarded to Desc with the next monthly inventory report.

3. Fuel Contamination. Any product in which contamination is detected or suspected shall be immediately reported to Desc. A joint investigation shall be initiated to determine the causes and liability for any degradation or contamination. If the investigation determines that the degradation or contamination is due to operational negligence, and the product is not usable according to Nato Stanag 1110, restitution shall be made in accordance with the provisions established by this Annex.

4. Loss of Desc fuel exceeding the above allowable percentage or loss due to contamination due to system malfunctions, breakdowns or accidents not attributable to war or acts of God, shall be either replaced in kind by the Spanish Government or reimbursement made, based on the cost of product, which shall include acquisition and transportation costs.

### XI. Tanks Designated for U.S. Use

Tank	Capacity (m3)	Capacity (barrels)	Gallons
206	12,719	80,000	3,360,000
207	12,719	80,000	3,360,000
208	12,719	80,000	3,360,000
209	12,719	80,000	3,360,000
210	12,719	80,000	3,360,000
211	7,949	50,000	2,100,000
212	7,949	50,000	2,100,000
213	12,719	80,000	3,360,000
214	7,949	50,000	2,100,000
215	12,719	80,000	3,360,000
216	7,949	50,000	2,100,000
Total	120,829	760,000	31,920,000

The following conversion shall be used to compute U.S. gallons/barrels:

1 U.S. gallon = 3.78541 liters

1 U.S. barrel = 158.98722 liters

### XII. Quality Supervision

1. All U.S. products entered into the system shall meet the requirements of Nato Stanag 3747. The Ministry of Defense shall be responsible for surveillance and quality control of U.S. products and for monitoring their handling and transportation (operational control), and shall ensure that the standards of Nato Stanag 3747 are maintained.

2. Quality control and surveillance shall be performed using the following standards:

El Arahal Inland Terminal

a. Minimum sampling and testing requirements shall be performed in accordance with Nato Stanag 3149.

b. Test methods shall be those identified in Nato Stanag 3747 or Spanish equivalent methods.

c. Test equipment shall be calibrated in accordance with Nato Stanag 3747 or the Spanish equivalent method and/or manufacturer's requirements.

3. Desc shall be given a copy of certificates of analysis for products tested at the time of receipt, storage and shipment.

### XIII. Final Provision

If requested, separate Memoranda of Understanding may be prepared, negotiated by both Parties, to implement the provisions of this Annex. These Memoranda shall reflect the provisions of this Annex and of the Agreement on Defense Cooperation between the Kingdom of Spain and the United States of America.

## Annex 6: Contracting for Works and Services



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functions authorized under the Agreement on Defense Cooperation shall be carried out by members or civilian employees of the force or by contractors who are legally qualified to perform the work under the required conditions.

2. It is the responsibility of the Spanish Minister of Defense, except as otherwise provided in this Agreement, to contract for the work which affects the general installations of the bases, in accordance with legislation on government contracts.

Prior to contracting for the work, mutual written agreement will be reached in accordance with each side's interest in the work, on the contribution by both governments to its cost and approved by the Permanent Committee. Such projects shall be drawn up and approved jointly and the technical personnel of the United States forces shall effectively cooperate in monitoring and receipt of the work.

The United States forces shall reimburse the Spanish Ministry of Defense for its agreed share of the cost of the work performed after it has been accepted and approved by said forces. The parties shall enter into written agreements regarding the terms of payment, which will be submitted to the Permanent Committee for approval.

3. The United States forces may contract for works to be performed in the installations or parts thereof exclusively used by said forces which have been authorized by the Permanent Committee in accordance with the provisions of Article Twenty-One of this Agreement. The United States forces will conform to their laws and regulations.

The contractors must meet the requirements established by Spanish legislation for execution of government works. In case of doubt as to the status of an eligible contractor, United States authorities shall seek the assistance of the Permanent Committee to verify such status.

A breach of contract on the part of a 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.

4. The United States forces may also contract directly for those works the requirement for which has been presented in the Permanent Committee, where, in consultations in said Committee, the Spanish government has opted not to execute them nor objected to their appropriateness.

5. In the projects, works, and construction referred to in this Article, contracted directly by the United States forces, Spanish material, labor, and equipment shall be used whenever feasible and consistent with the requirements of the United States, which are in accordance with the specifications of the contract contained in the invitations to bid issued by the United States authorities.

The technical construction standards of work projects contracted and executed directly by U.S. forces shall conform to the requirements of Spanish legislation and to the requirements of U.S. legislation if the latter does not contradict the former. In cases where it is necessary, the Permanent Committee may authorize the implementation of the project according to special technical construction standards.

6. Spanish labor laws shall be applicable to contractor personnel who are ordinarily resident in Spain.

7. Individuals who require access to a base 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. The measures adopted by the commander of the base may be the subject of consultations in the Permanent Committee. 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.

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 the denial, and consultations may be held in the Permanent Committee to resolve differences.

### Article 2

1. The service contracts for support or maintenance of the installations jointly used and for the general services of the case shall be entered into by the Minister of Defense, except as otherwise provided in this Agreement. The corresponding cost shall be borne by both governments in accordance with Article Twenty of this Agreement.

2. Contracts for permanent utilities on the base such as electricity, water and gas shall be entered into by the Spanish Minister of Defense. The corresponding costs shall be borne by both governments in accordance with Article Twenty of this Agreement.



## U.S. EMBASSY & CONSULATE IN SPAIN AND ANDORRA

assumed by the Spanish Minister of Defense as the recipient of the service. Existing arrangements will be maintained for those permanent utilities which have not been contracted for and are secured directly by the United States forces.

4. The United States forces may enter into service contracts in conformity with the provisions of this Article and subject to their laws and regulations for maintenance or support activities affecting their exclusively used installations or services and parts thereof and for non-permanent utilities and supplies to meet their exclusive needs.

The United States forces must forward a list of potential contractors to the Permanent Committee before awarding the contract. The Spanish authorities may disapprove a contractor for reasons of security or due to the contractor's prior misconduct with the Spanish armed forces.

5. The United States forces may also contract directly for those services or utilities the requirement for which has been presented in the Permanent Committee where, in consultations in said Committee, the Spanish government has opted not to execute them nor objected to their appropriateness.

6. 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 forces, shall be submitted to the Permanent Committee. Such proposals shall include the conditions for the use of these lands and premises.

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

8. Individuals who require access to a base 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. The measures adopted by the commander of the base may be the subject of consultations in the Permanent Committee. 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.

9. With the exception of paragraph 8, the provisions of this Article do not apply to 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. Furthermore, with the above mentioned exception, 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 Permanent Committee.

10. 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 Permanent Committee to resolve differences.

### Article 3

1. Military authorities of the United States may propose to the Permanent Committee the designation of persons who are nationals of or ordinarily resident in the United States, whose presence in Spain is considered necessary solely for the purpose of executing a contract with the United States for the benefit of the United States forces or United States and Spanish Armed Forces in the exercise of the functions authorized, in accordance with Articles 1 and 2 of this Annex.

2. Persons designated by the Permanent Committee as provided in the preceding paragraph shall be accorded during their temporary stay in Spain the same treatment as members of the civilian component in accordance with the following provisions:

2.1 If authorized by the authorities of the United States, the use of the postal facilities referred to in Article Fifty-One of this Agreement and the organizations referred to in Article Forty-Nine of this Agreement; and

2.2 The exemption from taxes and duties provided for under Article Forty-Five, paragraph 1 and Article Forty-Seven, paragraph 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 Forty-Seven, paragraph 2 of this Agreement; and

2.3 The documentation procedures provided for in Article Thirty-Seven, paragraphs 2 and 3 of this Agreement.

3. Earnings, salaries or remuneration of any kind received by such persons in Spanish territory, exclusively because of the contracts authorized by this Agreement, shall, for purposes of tax exemption under Spanish law, be considered as having been obtained in the territory of the United States.



## U.S. EMBASSY & CONSULATE IN SPAIN AND ANDORRA

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

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

### Article 4

1. Property imported into Spain duty-free or acquired in Spain by contractors of the United States under Article Forty-Six, paragraph 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 the Agreement 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.

2. The United States military authorities will include in each contract which benefits from the provisions of Article Forty-Six, paragraph 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 funds 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) percent 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 5

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 of the Status of Forces Agreement are not applicable.

2. Insurance policies referred to in this Article shall be taken out with companies legally authorized to conduct this type of business in Spain and shall contain provisions:

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;

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.

3. These policies, which shall be subject to the prior approval of the Permanent Committee shall not contain:

3.1 Any deductible amount or similar limitation.

3.2 Any provisions requiring submission to any type arbitration.

4. Before the start of work by the contractor or subcontractor, the military authorities of the United States shall transmit to the Permanent Committee a document issued by the insurance company certifying insurance coverage of the civil liabilities referred to in paragraph '1', in an amount considered sufficient by the Permanent Committee for this class of contract.

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 Permanent Committee 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.

## Annex 7: 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



## U.S. EMBASSY & CONSULATE IN SPAIN AND ANDORRA

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.

### 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;
- (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 Permanent Committee;
- (d) Any other person in case of emergency.
- (e) Retired members of the United States armed forces residing in Spain and their dependents.

### Article 5

Normally, medical personnel will render their services in 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 documents issued by said United States doctors shall have the same legal effect, to this end, as those issued in similar 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 Permanent Committee, 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 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 proceedings 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





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### ANNEX C. LABOR MATTERS

#### Article 1

1. Requirements for local labor personnel on operational and support installations in Spain will be met by the Ministry of Defense.
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, and taking into account the provisions of this Agreement. The schedule for local labor personnel and any subsequent modification shall be forwarded to the Spanish Ministry of Defense for approval. The schedule for United States personnel and any subsequent modification shall be forwarded to the Spanish Ministry of Defense for its information. In any case, the proportionality which each schedule of positions represents should be maintained without the respective percentage of participation fluctuating over three percent. Any changes to this proportionality must be by agreement in the Permanent Committee.
3. Local labor personnel are personnel of Spanish nationality hired by the Ministry of Defense to render services at the IDAS. 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.
4. The United States forces may organize youth employment programs during the summer vacation period, totally independent from the schedules of positions.
5. The schedules of positions for local labor personnel will be prepared in accordance with the labor category established by Spanish regulations. The United States forces may establish subgroups in order to cover the different levels of classifications as determined exclusively by the United States forces.

#### Article 2

1. The employment relationship of the local labor personnel shall be with the Spanish Ministry of Defense.
2. The labor regulations applicable to non-civil service civilian personnel of the Spanish Ministry of Defense 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. Special regulations governing this personnel and regulations issued in accordance with Article 9, paragraph 1, so long as consistent with the provisions of this annex, will also be applicable. With regard to collective bargaining, the provisions of the following paragraph shall apply.
3. The Spanish Ministry of Defense, in consultation with and in furtherance of the interests of the United States forces, shall negotiate with the representatives of the local labor personnel. Bearing in mind the peculiarities of the system applicable to this kind of personnel, the United States forces shall participate in full capacity during the entire negotiating process involving personnel regulated by this article. Such negotiations shall be in reference to terms and conditions of employment agreed upon between the Spanish Ministry of Defense and the United States forces.

Any agreement between the Spanish Ministry of Defense and the representatives of such employees shall be subject to prior agreement of the Spanish Ministry of Defense and the United States forces.

The lack of agreement between the Spanish Ministry of Defense and representatives of the local labor personnel shall not be subject to arbitration or judicial decision.

Disagreements between the Spanish Ministry of Defense and the United States forces shall be referred to the Permanent Committee for resolution.

#### Article 3

The hiring of local labor personnel shall be conducted by the Spanish Ministry of Defense which shall establish the services 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

The Spanish Ministry of Defense shall be responsible for:

1. Hiring of local labor personnel and 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.



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3. Monitoring the implementation of and compliance with legal provisions in the field of labor, social security, hygiene and work safety;
4. Affecting disciplinary actions at the initiative of the United States forces in accordance with Spanish regulations;
5. 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 content and format of payrolls shall be subject to future consultation and agreement between the Spanish Ministry of Defense and United States forces. The Spanish Ministry of Defense shall inform the United States forces of all deductions or withholdings required by Spanish law, which shall be reflected in the said payrolls;
6. The Spanish Ministry of Defense shall have access to the documentation related to the employment of local labor personnel. When requested by the Spanish Ministry of Defense, the United States forces shall provide translation of the pertinent documentation. The Spanish Ministry of Defense 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

The United States forces shall be responsible for:

1. Determining, in accordance with their needs, the personnel lists and qualification requirements of positions to be filled by local labor personnel and transmitting such determinations to the Spanish Ministry of Defense;
2. Determining 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 Ministry of Defense. On an exceptional basis and with the approval of the Spanish Ministry of Defense, the United States forces may directly recruit and select persons for appointment to positions having a technical nature or specialized requirements, or 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 Ministry of Defense;
3. Notifying the Spanish Ministry of Defense selection of personnel, and requesting the hiring of persons so selected by the United States forces;
4. Establishing the levels of compensation of local labor personnel including bonuses and fringe benefits, and transmitting such determination to the Spanish Ministry of Defense. The level of compensation for a position shall not be less than as established for said position by the Spanish regulations. The pay in excess of the amount established under Spanish pay schedules shall be received by local labor personnel as an additional supplement derived specifically from their work in service to the United States forces;
5. Determining in accordance with the local collective labor agreement, reassignments and promotions and notifying the Spanish Ministry of Defense thereof;
6. Proposing disciplinary action to the Commander of the base, in accordance with the Spanish regulations, who will lend maximum attention to said proposal and to the immediate imposition of a penalty, which be executory in nature, which corresponds to the minor offenses provided for in said regulations, without prejudice to the definitive decisions, which could be issued if it were the subject of an appeal;
7. Initiating disciplinary action for the imposition of penalties for the remaining labor offenses set forth in the applicable regulations and participating in the penalty proceedings opened for such a purpose, including a report which may propose a penalty;
8. Organizing 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;
9. Promoting occupational training and safety and hygiene programs for local labor personnel;
10. Submitting to the Spanish Ministry of Defense the payrolls provided for in Article 4 paragraph 5, making available the necessary funds to meet all the expenses derived from the provision of services by the local labor personnel, not only in regard to wages but also for severance pay, reimbursement for travel expenses, social security contributions and other employee benefits.

### Article 6

1. When the United States forces consider it necessary to reduce the number of local labor personnel, they shall initiate consultations with the Spanish Ministry of Defense through the Permanent Committee, unless the reduction is



## U.S. EMBASSY & CONSULATE IN SPAIN AND ANDORRA

commencement of the consultations, notify the affected personnel of their dismissal, which will be effective thirty (30) days from such notification.

If no agreement is reached between the Ministry of Defense of Spain and the United States forces in the thirty-day period following commencement of the period of consultations, the matter shall be referred to the Permanent Committee to try to reach an agreement which is satisfactory to both sides. When such agreement is reached, dismissals, if any, shall be carried out in accordance with the provisions of the preceding paragraph.

If, on the contrary, sixty (60) days from the commencement of consultations differences have not been resolved in said Committee, the Ministry of Defense of Spain shall notify the personnel affected of their dismissal, which will be effective thirty days from said notification. The United States forces will not be responsible for the cost of the wages of the employees after ninety (90) days from the commencement of the period of consultations. By mutual agreement between the two Parties, the period of time in which to continue paying the employees' wages may extend beyond the aforementioned ninety (90) days. During the whole period of time exceeding said ninety (90) days, the Ministry of Defense of Spain shall cover 50% of the cost of the wages of the affected personnel.

2. In all cases the dismissal notification of the local labor personnel affected by a reduction of the schedule of positions shall show a contract termination date which is at least thirty (30) calendar days after the date of said notification.

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.

4. Workers whose contracts are terminated for these reasons shall have priority rehire at any other IDA of the United States forces, within their same or similar occupational category.

5. For the purpose of determining the severance pay referred to in paragraph 3 of this Article, only continuous employment by the United States forces prior to April 1, 1973, for which no previous severance pay has been granted, and service rendered as local labor personnel shall be credited. This provision shall not include service rendered prior to September 26, 1970, by workers who, although having been employed by the United States forces during the period of such service, were not so employed on September 25, 1970.

6. Except where otherwise agreed, the norms and procedures of this Article will be applied in case of termination of local labor personnel because of a reduction in force or the expiration of this Agreement.

### Article 7

Subject to the provisions of Article 9 of this Annex, the Spanish Ministry of Defense shall resolve in accordance with the procedure stipulated by Spanish law any claim filed by local labor personnel. Final decisions of the Spanish Ministry of Defense shall be transmitted to the United States authorities through the Permanent Committee for execution.

### Article 8

1. The provisions of this Annex shall not apply to:

1.1. Functions or activities of the Embassy of the United States, the United States Information Agency, the Office of the Defense Attaché of the United States, the Office of Defense Cooperation (ODC) or the liaison offices of the United States forces in Spain;

1.2 Employees of contractors or concessionaires performing work in Spain for the United States forces;

1.3 Employees hired privately by members of the force or the civilian component, and their dependents.

2. Employees referred to in paragraph 1.2 of this Article, 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 paragraph 1.3 of this Article 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 paragraph 1.2 of this Article, 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 paragraph 1.3 of this Article, based on claims arising from the employment of such persons.

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.



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functions:

1. Propose to the Spanish Ministry of Defense such rules as it deems pertinent for adapting the Spanish regulations, and their supplementary rules, to the special conditions of employment of local labor personnel. These rules shall be sufficiently precise to guarantee United States participation in labor cases for the imposition of disciplinary sanctions on local labor personnel:
2. Consult and report the Spanish Ministry of Defense prior to the rendering of Spanish administrative decisions pertaining to monetary and administrative claims submitted by local labor personnel and resulting from the utilization of their services by the United States forces;
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 paragraph 2 of this Article. Such consequences may include sharing by Spain and the United States of the payment of monetary awards, and appropriate resolution of questions relating to the further utilization by the United States forces of the services of local labor personnel affected by such decisions.
4. The provision in the above paragraph will not impede the immediate compliance with the final decisions of the Spanish judicial or administrative authorities so long as the Government of Spain has exhausted all the judicial and administrative remedies provided for in Spanish law as requested by the United States forces.

## Exchanges of Notes and Side Letters

### Spanish Note on Transitional Arrangements

Ministry of Foreign Affairs  
Nº 421/12  
Madrid, December 1, 1988

Excellency:

I have the honor to refer to the Agreement on Defense Cooperation signed on this date and to propose that until such time as the Spanish Armed Forces assume the functioning and maintenance of the general services and installations of the bases specified in Annex 2 under the terms established in Article Twenty of said Agreement, the United States Forces continue to exercise, in relation to such general services and installations, the same functions they presently perform.

I have the honor to propose that this note and your reply, if your government agrees with the foregoing, constitute an agreement between our two governments. Accept, Excellency, the renewed testimony of my highest consideration.

Maximo Cajal

His Excellency Reginald Bartholomew, Ambassador of the United States of America. MADRID.

### US Response to Spanish Note on Transitional Arrangements

Embassy of the United States of America  
Number 1005  
Madrid, December 1, 1988

Excellency:

I have the honor to refer to your (date) note on transitional arrangements and wish to inform you that my government concurs with its provisions.

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

R. Bartholomew

His Excellency, Francisco Fernández Ordoñez, Minister of Foreign Affairs. MADRID.

### (Spanish Note on Continuation of Industrial/Tech Cooperation)

Ministry of Foreign Affairs  
Nº 422/12  
Madrid, December 1, 1988



## U.S. EMBASSY & CONSULATE IN SPAIN AND ANDORRA

of America, signed on this date, Article Three of which provides that industrial and technological cooperation between the Parties in the defense field shall be the subject of a separate Agreement.

In order to avoid the interruption of cooperative relations in this area and until a new Agreement is concluded, my Government proposes that such relations be governed by the provisions of Complementary Agreement Four of the Agreement on Friendship, Defense and Cooperation, of July 2, 1982, and its two Annexes.

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.

His Excellency, Reginald Bartholomew Ambassador of the United States of America. MADRID.

### **(US Reply to Spanish Note on Continuation of Industrial/Tech Cooperation)**

Embassy of the United States of America  
Number 1008  
Madrid, December 1, 1988

Excellency:

I have the honor to refer to your November 422/12 note proposing that the Defense Industrial Cooperation provisions of the 1982 Agreement on Friendship, Defense and Cooperation between the United States and Spain continue in effect until a new agreement on Defense Industrial Cooperation can be signed, separate from the new Agreement on Defense Cooperation. I have the honor to inform you that my Government accepts the arrangement you have proposed.

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

Reginald Bartholomew  
His Excellency, Máximo Cajal Lopez Ambassador-at-Large, Ministry of Foreign Affairs. MADRID.

### **US Letter on Nuclear Incidents**

Embassy of the United States of America  
Number 1006  
Madrid, December 1, 1988

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 all 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.

Reginald Bartholomew  
His Excellency, Francisco Fernández Ordóñez, Minister of Foreign Affairs. MADRID.

### **Spanish Reply to Letter on Nuclear Incidents**

**U.S. EMBASSY & CONSULATE IN SPAIN AND ANDORRA**

MADRID, DECEMBER 1, 1988

Excellency:

I take pleasure in acknowledging receipt of Your Excellency's note of this date, which, translated into Spanish reads as follows:

"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 all 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.

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

His Excellency, Ambassador of the United States of America. MADRID.  
Spanish Note on Overflight by Aircraft with Nuclear Weapons

The Minister of Foreign Affairs  
His Excellency,  
Reginald Bartholomew,  
Ambassador of the United States of America  
Madrid  
Madrid, December 1, 1988

Dear Mr. Ambassador:

I have the honor to reiterate, in relation to the letter of July 2, 1982, that it is the policy of the Spanish Government not to have aircraft overfly Spain with nuclear armament and materiel aboard, and that any change in this practice requires the consent of the Government of Spain.

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

Francisco Fernández Ordóñez

**US Reply to Spanish Note on Overflight by Aircraft with Nuclear Weapons**

Embassy of the United States of America  
Madrid  
December 1, 1988

His Excellency,  
Francisco Fernández Ordóñez,  
Minister of Foreign Affairs  
Madrid

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 reiteration of policy therein and is pleased to inform the Government of Spain that the United States respects fully the policies of the



## U.S. EMBASSY & CONSULATE IN SPAIN AND ANDORRA

Reginald Bartholomew

### Notes on Labour Affairs

No. 146

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of Spain and has the honor to confirm its agreement with the Kingdom of Spain to establish Bilateral Working Group, consisting of representatives from the United States Department of Defense and the Ministry of Defense of Spain, to conduct discussions on Annex 8 and the relevant articles of the Agreement on Defense Cooperation of December 1, 1988 between the two countries regarding labor matters. The purpose of these discussions will be to evaluate all proposed options on labor relations between the United States of America and the Kingdom of Spain concerning Spanish employees who are assigned to work for the United States Armed Forces at Rota Naval Base and Moron Air Base.

The Bilateral Working Group will report results of its discussions to the respective governments within 6 months from the date of this Note.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of Spain the assurances of its highest consideration.

Embassy of the United States of America,  
Madrid, April 10, 2002.

Ministry of Foreign Affairs

### Note Verbale 84/12 to the Embassy of the United States In Madrid

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor of acknowledging receipt of Note Verbale number 146 and confirm its agreement on the contents.

The Ministry of Foreign Affairs takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

*Madrid, April 10, 2002*