

DEFENSE

Status of Forces

Agreement Between the UNITED STATES OF AMERICA and TRINIDAD AND TOBAGO

Effectuated by Exchange of Notes at
Port of Spain February 20 and May 22, 2013



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

TRINIDAD AND TOBAGO

Defense: Status of Forces

*Agreement effected by exchange of notes at
Port of Spain February 20 and May 22, 2013;
Entered into force May 22, 2013.*

No. 041:

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Trinidad and Tobago and has the honor to refer to recent discussions between representatives of our two governments regarding issues related to United States military and civilian personnel (defined as members of the United States armed forces and civilian employees of the United States Department of Defense, respectively, hereafter referred to collectively as United States personnel) and United States contractors (defined as non-Trinidad and Tobago legal entities and persons under contract to the United States Department of Defense, and their employees who are not nationals of Trinidad and Tobago), who may be temporarily present in Trinidad and Tobago in connection with mutually agreed activities (defined as such activities for which the Government of the Republic of Trinidad and Tobago shall transmit its approval in writing through diplomatic channels to United States authorities) from the date this Agreement enters into force through December 31, 2015.

DIPLOMATIC NOTE

The Embassy proposes that United States personnel may enter and exit Trinidad and Tobago with United States identification and with collective movement or individual travel orders; that Trinidad and Tobago shall accept as valid all professional licenses issued by the United States, states thereof, or their political subdivisions to United States personnel for the provision of services to authorized personnel; and that Trinidad and Tobago authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles.

The Embassy further proposes that United States personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders.

The Embassy further proposes that the Government of Trinidad and Tobago shall designate the United States of America as a "designated state" in accordance with section 4 of the Visiting Forces Act, Chapter 14:04 of the Laws of Trinidad

and Tobago, (the “Visiting Forces Act”), and such designation shall not expire before the end of December 31, 2015.

The Embassy proposes that the Government of Trinidad and Tobago recognize the particular importance of United States armed forces maintaining discipline over United States personnel.

The Embassy further proposes that, in the exercise of its sovereignty, the Government of Trinidad and Tobago waive its right to exercise criminal and civil jurisdiction over United States personnel for any actions, when the United States determines that such acts were taken in the course of official duties. Where a case is of particular importance to the Government of Trinidad and Tobago, any differences concerning whether an action was taken in the course of official duties shall be the subject of consultations between the Parties, with a view to arriving at a mutually satisfactory resolution. During such consultations, the Government of Trinidad and Tobago shall not exercise jurisdiction.

The Embassy further proposes that, in the exercise of its sovereignty, the Government of Trinidad and Tobago waive its right to exercise criminal jurisdiction over United States personnel for actions taken outside the course of their official duties except in cases of particular importance to the Republic of Trinidad and Tobago. If the Government of Trinidad and Tobago determines that a case is of particular importance, it shall communicate such determination to the United States authorities within twenty-one (21) calendar days of the discovery by the Government of Trinidad and Tobago of the alleged offense giving rise to such a case. If the Government of Trinidad and Tobago does not communicate such determination to United States authorities within twenty-one (21) calendar days of the discovery of the alleged offense giving rise to such a case, the Government of Trinidad and Tobago shall be deemed to have waived its right to exercise criminal jurisdiction over United States personnel for the alleged offense. If the Government of Trinidad and Tobago waives jurisdiction in relation to actions taken by United States personnel outside the course of official duties, the United States armed forces may exercise jurisdiction over its personnel for such actions. The Embassy further proposes that the Government of Trinidad and Tobago also confirm that, pursuant to Section 7 of the Visiting Forces Act, the United States

armed forces may exercise jurisdiction in relation to actions taken by United States personnel in the course of official duties.

The Embassy further proposes that the United States Department of Defense and United States personnel shall not be liable to pay any tax or similar charge assessed in connection with activities under this Agreement within Trinidad and Tobago, and that the United States Department of Defense and United States personnel may import into, export out of, and use in Trinidad and Tobago any personal property, equipment, supplies, materiel, technology, training, and services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within Trinidad and Tobago. The United States Government certifies that the aforementioned items imported by United States personnel shall be for purposes connected to activities under this Agreement. The Parties shall cooperate to take such measures as may be necessary to ensure the security and protection of United States personnel, property, equipment, records, and official information in Trinidad and Tobago.

The Embassy further proposes that vessels and vehicles operated by or, at the time, exclusively for the United States Department of Defense may enter, exit, and move freely within the territory of Trinidad and Tobago, except for those areas where access may be restricted, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Vessels and aircraft owned or operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to the payment of landing, parking, or port fees, pilotage charges, lighterage, or harbor dues at facilities owned and operated by the Government of Trinidad and Tobago. Aircraft owned and operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to payment of navigation, overflight, terminal, or similar charges when in the territory of Trinidad and Tobago. The United States Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the armed forces of Trinidad and Tobago less taxes and similar charges. Aircraft and vessels of the United States Government shall be free from boarding and inspection.

The Embassy also proposes that the United States Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in Trinidad and Tobago without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment, or services. Such contracts shall be solicited, awarded, and administered in accordance with the laws and regulations of the United States Government. Acquisition of articles and services in Trinidad and Tobago by or on behalf of the United States Department of Defense in connection with activities under this Agreement shall not be subject to any taxes or similar charges in Trinidad and Tobago.

The Embassy further proposes that United States contractors shall not be liable to pay any tax or similar charge assessed within Trinidad and Tobago in connection with activities under this Agreement and that such contractors may import into, export out of, and use in Trinidad and Tobago any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with the United States Department of Defense in connection with activities under this Agreement. Such importation, exportation, and use shall be

exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within Trinidad and Tobago.

The Embassy further proposes that United States contractors shall be granted the same treatment as United States personnel with respect to professional and drivers' licenses.

The Embassy further proposes that United States personnel may enter and exit and, except in those areas where access may be restricted, move freely within the Territory of Trinidad and Tobago, and have access to and use of mutually agreed transportation, storage, training, and other facilities required in connection with activities under this Agreement. The Government of Trinidad and Tobago shall, as far as practicable, provide the United States with advance notification of any restricted areas.

The Embassy proposes that the Government of Trinidad and Tobago recognize that it may be necessary for the United States armed forces to use the radio spectrum. The United States Department of Defense shall be allowed to

operate its own telecommunication systems (as telecommunication is defined in the 1992 Constitution and Convention of the International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use the radio spectrum assigned by the relevant Trinidad and Tobago authorities for this purpose. The United States shall respect frequencies in use by or reserved for local operators. Use of the radio spectrum shall be free of cost to the United States Government.

The Embassy further proposes that the Parties waive any and all claims (other than contractual claims) against each other for damage to, loss, or destruction of the other's property or injury or death to personnel of either Party's armed forces or their civilian personnel arising out of the performance of their official duties in connection with activities under this Agreement. Claims by third parties for damages or loss caused by United States personnel shall be resolved by the United States Government in accordance with United States laws and regulations.

The Embassy further proposes that any disputes between the Parties shall be resolved through consultation between the Parties. Disputes and other matters subject to consultation under this Agreement shall not be subject to adjudication or decision by any court or third party unless otherwise mutually agreed.

The Embassy further proposes that the Parties undertake to enter into negotiations for the renewal of this Agreement six (6) months prior to its expiration.

Finally, the Embassy proposes that our two governments, or their designated representatives, may enter into implementing arrangements to carry out the provisions of this Agreement. The Government of Trinidad and Tobago shall issue advance notifications, and the United States authorities shall provide information as requested, in order to fulfill the administrative requirements in force in Trinidad and Tobago to ensure the operation of the terms of this Agreement. Such notifications shall be made at the same time as the Government of Trinidad and Tobago transmits its approval, in writing through diplomatic channels to United States authorities, for mutually agreed activities.

If the foregoing is acceptable to the Government of Trinidad and Tobago, the Embassy proposes that this Note, together with the Ministry's reply to that effect, shall constitute an Agreement between the two governments, which shall enter into force on the date of the Ministry's reply.

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

Embassy of the United States of America



Port of Spain, February 20, 2013

cc: Ministry of National Security



NOTE NO. 1099

The Ministry of Foreign Affairs of the Republic of Trinidad and Tobago presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No. 041 dated February 20, 2013, concerning the proposal by the Government of the United States of America for the conclusion of an agreement between the Governments of the Republic of Trinidad and Tobago and the United States of America in the following terms:

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Trinidad and Tobago and has the honor to refer to recent discussions between representatives of our two governments regarding issues related to United States military and civilian personnel (defined as members of the United States armed forces and civilian employees of the United States Department of Defense, respectively, hereafter referred to collectively as United States personnel) and United States contractors (defined as non-Trinidad and Tobago legal entities and persons under contract to the United States Department of Defense, and their employees who are not nationals of Trinidad and Tobago), who may be temporarily present in Trinidad and Tobago in connection with mutually agreed activities (defined as such activities for which the Government of the Republic of Trinidad and Tobago shall transmit its approval in writing through diplomatic channels to United States authorities) from the date this Agreement enters into force through December 31, 2015.

The Embassy proposes that United States personnel may enter and exit Trinidad and Tobago with United States identification and with collective movement or individual travel orders; that Trinidad and Tobago shall accept as valid all professional licenses issued by the United States, states thereof, or their political subdivisions to United States personnel for the provision of

as valid all professional licenses issued by the United States, states thereof, or their political subdivisions to United States personnel for the provision of services to authorized personnel; and that Trinidad and Tobago authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles.

The Embassy further proposes that United States personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders.

The Embassy further proposes that the Government of Trinidad and Tobago shall designate the United States of America as a "designated state" in accordance with section 4 of the Visiting Forces Act, Chapter 14:04 of the Laws of Trinidad and Tobago, (the "Visiting Forces Act"), and such designation shall not expire before the end of December 31, 2015.

The Embassy proposes that the Government of Trinidad and Tobago recognize the particular importance of United States armed forces maintaining discipline over United States personnel.

The Embassy further proposes that, in the exercise of its sovereignty, the Government of Trinidad and Tobago waive its right to exercise criminal and civil jurisdiction over United States personnel for any actions, when the United States determines that such acts were taken in the course of official duties. Where a case is of particular importance to the Government of Trinidad and Tobago, any differences concerning whether an action was taken in the course of official duties shall be the subject of consultations between the Parties, with a view to arriving at a mutually satisfactory resolution. During such consultations, the Government of Trinidad and Tobago shall not exercise jurisdiction.

The Embassy further proposes that, in the exercise of its sovereignty, the Government of Trinidad and Tobago waive its right to exercise criminal jurisdiction over United States personnel for actions taken outside the course

of their official duties except in cases of particular importance to the Republic of Trinidad and Tobago. If the Government of Trinidad and Tobago determines that a case is of particular importance, it shall communicate such determination to the United States authorities within twenty-one (21) calendar days of the discovery by the Government of Trinidad and Tobago of the alleged offense giving rise to such a case. If the Government of Trinidad and Tobago does not communicate such determination to United States authorities within twenty-one (21) calendar days of the discovery of the alleged offense giving rise to such a case, the Government of Trinidad and Tobago shall be deemed to have waived its right to exercise criminal jurisdiction over United States personnel for the alleged offense. If the Government of Trinidad and Tobago waives jurisdiction in relation to actions taken by United States personnel outside the course of official duties, the United States armed forces may exercise jurisdiction over its personnel for such actions. The Embassy further proposes that the Government of Trinidad and Tobago also confirm that, pursuant to Section 7 of the Visiting Forces Act, the United States armed forces may exercise jurisdiction in relation to actions taken by United States personnel in the course of official duties.

The Embassy further proposes that the United States Department of Defense and United States personnel shall not be liable to pay any tax or similar charge assessed in connection with activities under this Agreement within Trinidad and Tobago, and that the United States Department of Defense and United States personnel may import into, export out of, and use in Trinidad and Tobago any personal property, equipment, supplies, materiel, technology, training, and services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within Trinidad and Tobago. The United States Government certifies that the aforementioned items imported by United States

personnel shall be for purposes connected to activities under this Agreement. The Parties shall cooperate to take such measures as may be necessary to ensure the security and protection of United States personnel, property, equipment, records, and official information in Trinidad and Tobago.

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The Embassy further proposes that any disputes between the Parties shall be resolved through consultation between the Parties. Disputes and other matters subject to consultation under this Agreement shall not be subject to adjudication or decision by any court or third party unless otherwise mutually agreed.

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If the foregoing is acceptable to the Government of Trinidad and Tobago, the Embassy proposes that this Note, together with the Ministry's

reply to that effect, shall constitute an Agreement between the two governments, which shall enter into force on the date of the Ministry's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Trinidad and Tobago the assurances of its highest consideration."

The Ministry has the further honour to confirm that the Government of the Republic of Trinidad and Tobago is in agreement with the proposal contained in the Embassy's Note which together with this affirmative reply constitute the final act required to bring the Agreement between the Government of the Republic of Trinidad and Tobago and the Government of the United States of America into force, with effect from the date of this reply.

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



PORT OF SPAIN – May 22, 2013