DEFENSE

Status of Forces

Agreement between the
UNITED STATES OF AMERICA
and SURINAME

Effected by Exchange of Notes at
Paramaribo April 11 and October 20, 2005

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."

SURINAME

Defense: Status of Forces

Agreement effected by exchange of notes at
Paramaribo April 11 and October 20, 2005;
Entered into force October 20, 2005.

No. 69

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to proposed that the United States Government and the Government of the Republic of Suriname enter to an agreement regarding the status of members of the Armed Forces of the United States and civilian personnel of the United States Department of Defense (collectively referred to as United States personnel) who may be temporarily present in the Republic of Suriname in connection with military training exercises, counter-drug related activities, United States security assistance programs or other activities as agreed by the Government of the United States and the Government of the Republic of Suriname.

The Embassy respectfully requests the Ministry's agreement to the proposal below. A text of the proposal below has previously been presented informally to the Ministry of Defense of the Republic of Suriname.

Begin Text of Proposed Agreement:

The Embassy proposes that such personnel be accorded a status equivalent to that accorded to the administrative and technical staff of the Embassy of the United States of America under the Vienna Convention on Diplomatic Relations of April 18, 1961; that United States personnel be permitted to enter and exit the Republic of Suriname with United States identification and with collective movement or individual travel orders; that authorities of the Republic of Suriname shall accept as valid, without a driving fee or test, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles; and that such personnel be authorized to wear uniforms while performing official duties and to carry weapons when their orders call for it, in connection with exercises and activities covered by this agreement, and in accordance with arrangements made between U.S. forces and the Ministry of Defense.

The Embassy also proposes that, with the exceptions stated in this paragraph, the Government of the Republic of Suriname accord duty-free importation and exportation, as well as exemption from inspection and taxation on products, property, material, equipment, palletized baggage, vehicles,

vessels, and aircraft imported into, acquired in or exported from the Republic of Suriname by or on behalf of the United States Government or its personnel in connection with their activities under this agreement. US Personnel entering or departing Suriname will be subject to generally applicable Suriname customs inspections in accordance with the Article 36 of the Vienna Convention on Diplomatic Relations as it applies to personnel whose status is equivalent to that of the administrative and technical staff of an Embassy. U.S. military authorities will conduct checks of all personal carry-on baggage carried by U.S. personnel traveling on military aircraft and certify to Surinamese authorities to such baggage is free of contraband. The Parties shall cooperate in taking such steps as shall be necessary to ensure the security of United States personnel and property in the Republic of Suriname.

The Embassy further proposes that vehicles, vessels, and aircraft owned or operated by or for the United States Armed Forces shall not be subject to the payment of landing or port fees, pilotage charges, navigation, overflight or parking charges or light or harbor dues while in the Republic of Suriname; however, the United States Armed Forces shall pay reasonable charges for services requested

and received. Vehicles owned by the United States need not be registered, but shall have appropriate identification markings.

The Government of the Republic of Suriname shall accept as valid professional licenses issued by the appropriate United States Government authorities to United States personnel.

Title to United States Government property (such as equipment, material, supplies and other property) imported into or acquired in the Republic of Suriname by or on behalf of the United States Government in connection with mutually agreed activities under this agreement shall remain with the United States Government, which may remove such property from the Republic of Suriname at any time, free from export duties, taxes and other charges. The exemption provided in this paragraph shall also extend to any duty, tax or other charge that is assessed upon such property after importation into or acquisition in the Republic of Suriname. Such property may be disposed of in the Republic of Suriname, provided that disposition of such property in the Republic of Suriname to persons or entities not entitled to exemption

from applicable taxes or duties shall be subject to payment of such taxes and duties by such persons or entities.

It shall be the responsibility of United States personnel to respect the laws of the Republic of Suriname and to abstain from any activity inconsistent with the spirit of this agreement. Authorities of the Government of the United States shall take necessary measures to that end.

The authorities of the Republic of Suriname and U.S. personnel shall cooperate in the investigation of any crime believed to have been committed by or against United States personnel. If, notwithstanding provisions of this or other agreements between the United States and the Republic of Suriname, local authorities detain any United States personnel, the Government of the Republic of Suriname shall immediately notify the Embassy of the United States of America in Paramaribo and promptly return such personnel to United States custody. The Parties confirm that U.S. personnel may not be surrendered to, or otherwise transferred to, the custody of an international tribunal or any entity or state without the express consent of the Government of the United States.

The Embassy proposes that both governments shall waive any and all claims (other than contractual claims) against each other for personal injury to or death of their military or civilian personnel, or for damage, loss, or destruction of the other's property arising out of the activities covered by this agreement. The United States Government shall pay, in accordance with United States law, fair and reasonable compensation in settlement of meritorious claims by third parties arising out of acts or omissions of United States personnel, or which are otherwise incident to agreed activities of the United States Armed Forces under this agreement.

The Government of the Republic of Suriname shall accept full responsibility for, and shall hold the United States Government harmless from, any and all claims arising from the use of projects constructed, or in the process of being constructed in whole or in part, during exercises or other agreed activities of United States personnel present in the Republic of Suriname pursuant to the terms of this agreement.

In the event that agreed activities involve the use of contractors, the United States Government may award

contracts for the acquisition of articles and services, in accordance with its laws and regulations. The United States Government shall have the right to choose such contractors, and United States contractors and their employees shall be accorded the same privileges as United States Armed Forces and civilian personnel with regard to licensing and registration of vehicles, drivers, and professional licenses; and with regard to the export, import, and acquisition of goods and equipment for official or personal use.

Finally, additional arrangements as may be necessary to implement this agreement may be entered into by the appropriate authorities of the two governments.

If the foregoing is acceptable to the Government of the Republic of Suriname, 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, and shall remain in force for an initial term of one year and shall be automatically extended for additional periods of one year unless either Party terminates this

agreement by giving the other Party six months prior written notice of its intent to terminate the agreement.

(End Text of Proposed Agreement)

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

Embassy of the United States of America,

Paramaribo, April 11, 2005.

No. 2665/ TK/VL

The Ministry of Foreign Affairs of the Republic of Suriname presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the latter's Note no. 69 dated April 11, 2005, which reads as follows:

QUOTE

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to propose that the United States Government and the Government of the Republic of Suriname enter to an agreement regarding the status of members of the Armed Forces of the United States and civilian personnel of the United States Department of Defense (collectively referred to as United States personnel) who may be temporarily present in the Republic of Suriname in connection with military exercises, counter-drug related activities, United States security assistance programs or other activities as agreed by the Government of the United States and the Government of the Republic of Suriname.

The Embassy respectfully requests the Ministry's agreement to the proposal below. A text of the proposal below has previously been presented informally to the Ministry of Defense of the Republic of Suriname.

Begin Text of Proposed Agreement:

The Embassy proposes that such personnel be accorded a status equivalent to that accorded to the administrative and technical staff of the Embassy of the United States of America under the Vienna Convention on Diplomatic relations of April 18, 1961; that United States personnel be permitted to enter and exit the Republic of Suriname with United States identification and with collective movement or individual travel orders; that authorities of the Republic of Suriname shall accept as valid, without a driving fee or test, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles; and that such personnel be authorized to wear uniforms while performing official duties and to carry weapons when their orders call for it, in connection with exercises and activities covered by this agreement, and in accordance with arrangements made between U.S. forces and the Ministry of Defense.

The Embassy also proposes that, with the exceptions stated in this paragraph, the Government of the Republic of Suriname accord duty-free importation and exportation, as well as exemption from inspection and taxation on products, property, material, equipment, palletized baggage, vehicles, vessels, and aircraft imported into, acquired in or exported from the Republic of Suriname by or on behalf of the United States Government or its personnel in connection with their activities under this agreement.

US Personnel entering or departing Suriname will be subject to generally applicable Suriname customs inspections in accordance with the Article 36 of the Vienna Convention on Diplomatic Relations as it applies to personnel whose status is equivalent to that of the administrative and technical staff of an Embassy. U.S. military authorities will conduct checks of all personnel carry-on baggage carried by U.S. personnel traveling on military aircraft and certify to Surinamese authorities to such baggage is free of contraband. The Parties shall cooperate in taking such steps as shall be necessary to ensure the security of United States personnel and property in the Republic of Suriname.

The Embassy further proposes that vehicles, vessels, and aircraft owned or operated by or for the United States Armed Forces shall not be subject to the payment of landing or port fees, pilotage charges, navigation, overflight or parking charges or light or harbor dues while in the Republic of Suriname; however, the United States Armed Forces shall pay reasonable charges for services requested and received. Vehicles owned by the United States need not be registered, but shall have appropriate identification markings.

The Government of the Republic of Suriname shall accept as valid professional licenses issued by the appropriate United States Government authorities to United States personnel.

Title to United States Government property (such as equipment, material, supplies and other property) imported into or acquired in the Republic of Suriname by or on behalf of the United States Government in connection with mutually agreed activities under this agreement shall remain with the United States Government, which may remove such property from the Republic of Suriname at any time, free from export duties, taxes and other charges. The exemption provided in this paragraph shall also extend to any duty, tax or other charge that is assessed upon such property after importation into or acquisition in the Republic of Suriname. Such property may be disposed of in the Republic of Suriname, provided that disposition of such property in the Republic of Suriname to persons or entities not entitled to exemption from applicable taxes or duties shall be subject to payment of such taxes and duties by such persons or entities.

It shall be the responsibility of United States personnel to respect the laws of the Republic of Suriname and to abstain from any activity inconsistent with the spirit of this agreement. Authorities of the Government of the United States shall take necessary measures to that end.

The authorities of the Republic of Suriname and U.S. personnel shall cooperate in the investigation of any crime believed to have been committed by or against United States personnel. If, notwithstanding provisions of this or other agreements between the United States and the Republic of Suriname, local authorities detain any United States personnel, the Government of the Republic of Suriname shall immediately notify the Embassy of the United States of America in Paramaribo and promptly return such personnel to United States custody.

The Parties confirm that U.S. personnel may not be surrendered to, or otherwise transferred to, the custody of an international tribunal or any entity or state without the express consent of the Government of the United States.

The Embassy proposes that both governments shall waive any and all claims (other than contractual claims) against each other for personnel injury to or death of their military or civilian personnel, or for damage, loss, or destruction of the other's property arising out of the activities covered by this agreement. The United States Government shall pay, in accordance with United States law, fair and reasonable compensation in settlement of meritorious claims by third parties arising out of acts or omissions of United States personnel, or which are otherwise incident to agreed activities of the United States Armed Forces under this agreement.

The Government of the Republic of Suriname shall accept full responsibility for, and shall hold the United States Government harmless from, any and all claims arising from the use of projects constructed, or in the process of being constructed in whole or in part, during exercises or other agreed activities of United States personnel present in the Republic of Suriname pursuant to the terms of this agreement.

In the event that agreed activities involve the use of contractors, the United Sates Government may award contracts for the acquisition of articles and services, in accordance with its laws and regulations. The United States Government shall have the right to choose such contractors, and United States contractors and their employees shall be accorded the same privileges as United States Armed Forces and civilian personnel with regard to licensing and registration of vehicles, drivers, and professional licenses; and with regard to the export, import, and acquisition of goods and equipment for official or personnel use.

Finally, additional arrangements as may be necessary to implement this agreement may be entered into by the appropriate authorities of the two governments.

If the foregoing is acceptable to the Government of the Republic of Suriname, 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, and shall remain in force for an initial term of one year and shall be automatically extended for additional periods of one year unless either Party terminates this agreement by giving the other Party six months prior written notice of its intent to terminate the agreement.

UNQUOTE

The Ministry further has the honour to confirm on behalf of the Government of the Republic of Suriname the foregoing arrangements and to agree that the Embassy's Note and this Note in reply shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this Note in reply.

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

Paramaribo, October 20, 2005

MINISTERIE VAN BUITENLANDSE ZAKEN
PARAMARIBO

The Embassy of the
United States of America
Paramaribo