DEFENSE

Agreement between the

UNITED STATES OF AMERICA

and ICELAND

Signed at Washington and Reykjavik
September 27 and 29, 2006

with

Attachments

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."

ICELAND

Defense

Agreement signed at Washington and Reykjavik September 27 and 29, 2006; Entered into force September 29, 2006. With attachments.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ICELAND REGARDING THE WITHDRAWAL OF U.S. FORCES FROM AND THE RETURN TO ICELAND OF CERTAIN AGREED AREAS AND FACILITIES IN ICELAND

Preamble

Recognizing and reaffirming the rights and obligations deriving from the "Defense Agreement Pursuant to the North Atlantic Treaty Between the United States of America and the Republic of Iceland," signed at Reykjavik on May 5, 1951 (hereafter, the 1951 Agreement), the Government of the United States of America (hereafter, the United States) and the Government of the Republic of Iceland (hereafter, Iceland) (hereafter, the Parties),

Noting that the Parties have cooperated earnestly and successfully for more than 55 years to ensure the security of the Icelandic people and of the North Atlantic Treaty Area;

Taking into account the evolving strategic environment;

Desiring to establish the conditions under which the United States will withdraw its forces from and return to Iceland certain agreed areas and facilities in Iceland following the notification by the United States to Iceland of March 15, 2006 that, given the current strategic environment and the intense demand for United States conventional military resources in other parts of the world, permanent United States military presence in Iceland would cease by the end of September 2006;

Noting that facilities in such agreed areas are comprised of both United States and NATO-funded facilities for which the United States has fulfilled host nation responsibilities with respect to NATO; and

As a result of discussions regarding the return to Iceland of these agreed areas and facilities, including the environmental conditions of and compensation for residual value of such agreed areas and facilities, the United States and Iceland have agreed as follows:

Article I

Iceland shall, in accordance with the 1951 Agreement, continue to provide access to United States and other North Atlantic Treaty Organization (hereinafter, NATO) forces within and through the territory of Iceland as is necessary to support the future defense needs of Iceland and of the North Atlantic Treaty Area and for other activities agreed to by the Parties.

Article II

The United States recognizes the importance to Iceland of the Keflavik International Airport and agrees to support and facilitate a smooth transfer of airport operations to Iceland in order to ensure uninterrupted air traffic operations.

Article III

1. By September 30, 2006, the United States shall withdraw from and return to Iceland the use of the following agreed areas, provided to the United States under the 1951 Agreement, as well as all United States-funded facilities thereon, as described more completely in the diagrams appended to this Agreement depicted in Annexes A through E, which shall be considered to be an integral part of this Agreement:

A. Main Agreed Area (Naval Air Station Keflavik, H-1/Rockville-Midnesheidi, Helguvik and Sandgerdi)
B. Whale Bay/Hvalfjordur;
C. H-2/Gunnolfsvikurfjall;
D. H-3/Stokksnes;
E. H-4/Bolafjall.

2. Iceland shall accept from the United States such agreed areas, as well as all United States-funded facilities thereon, in the condition existing at the time of their return without expectation that the United States will make improvements or remediation, including environmental remediation, of any kind following return of such agreed areas and facilities. Should an imminent and substantial endangerment to human health and safety due to environmental contamination of the agreed areas returned pursuant to this Agreement, and present but unknown prior to the date of this Agreement, become known at any time during a four (4) year period from said date, Iceland and the United States shall jointly consult to assess the character, source, time of creation, and extent of the contamination and to consider what further action by the Parties is necessary.

3. The United States shall provide to Iceland its plans, drawings, and records relating to the improvements it has made on or to such agreed areas, as well as information regarding the location and nature of its activities and operations thereon.

Article IV

Iceland and the United States shall jointly recommend to NATO that Iceland assume host nation responsibility for all NATO-funded facilities in Iceland as soon as possible after the return of agreed areas. To ensure continuity of airport operations, Iceland and the United States shall jointly recommend to NATO that Iceland assume user nation

responsibility for those NATO-funded facilities that Iceland has identified as being necessary for airport operations. As the current user nation, the United States has committed in accord with NATO requirements to be responsible to NATO for the guarding and maintaining of all other NATO-funded facilities pending a decision by NATO on the final disposition of these facilities and for a period not to exceed twelve months following United States notification to NATO military authorities that the United States no longer requires the use of these facilities. With respect to the NATO facilities that Iceland intends to use for airport operations and upon return of the agreed areas, Iceland shall accept all responsibility relating to use, operation, preservation, and maintenance. Upon request the United States will support and assist Iceland in its consultations with NATO.

Article V

The United States shall retain the communications facility at Grindavik as an agreed area and be responsible for the continued maintenance and operation of the facility. Iceland shall cooperate as necessary to maintain the continuity of the required contracts and continued access to the facility.

Article VI

Iceland shall save, hold harmless, release, and discharge the United States and any agency, instrumentality, contractor, agent, or employee thereof from any and all claims, demands, or actions for damages, expenses or liability, whatsoever, arising from injury to person or property which may be advanced in connection with the use, possession, or operation of the aforementioned agreed areas and facilities in the past or in the future. Iceland shall assume responsibility for, and, at the request of the United States, provide defense of, any claims or legal proceedings brought against the United States, its agencies, instrumentalities, contractors, agents, or employees, in connection with its previous use, possession, or operation of the aforementioned agreed areas and facilities.

This Agreement shall enter into force upon the date of signature of the Parties.

DONE at Washington

this 27 day of September, 2006.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

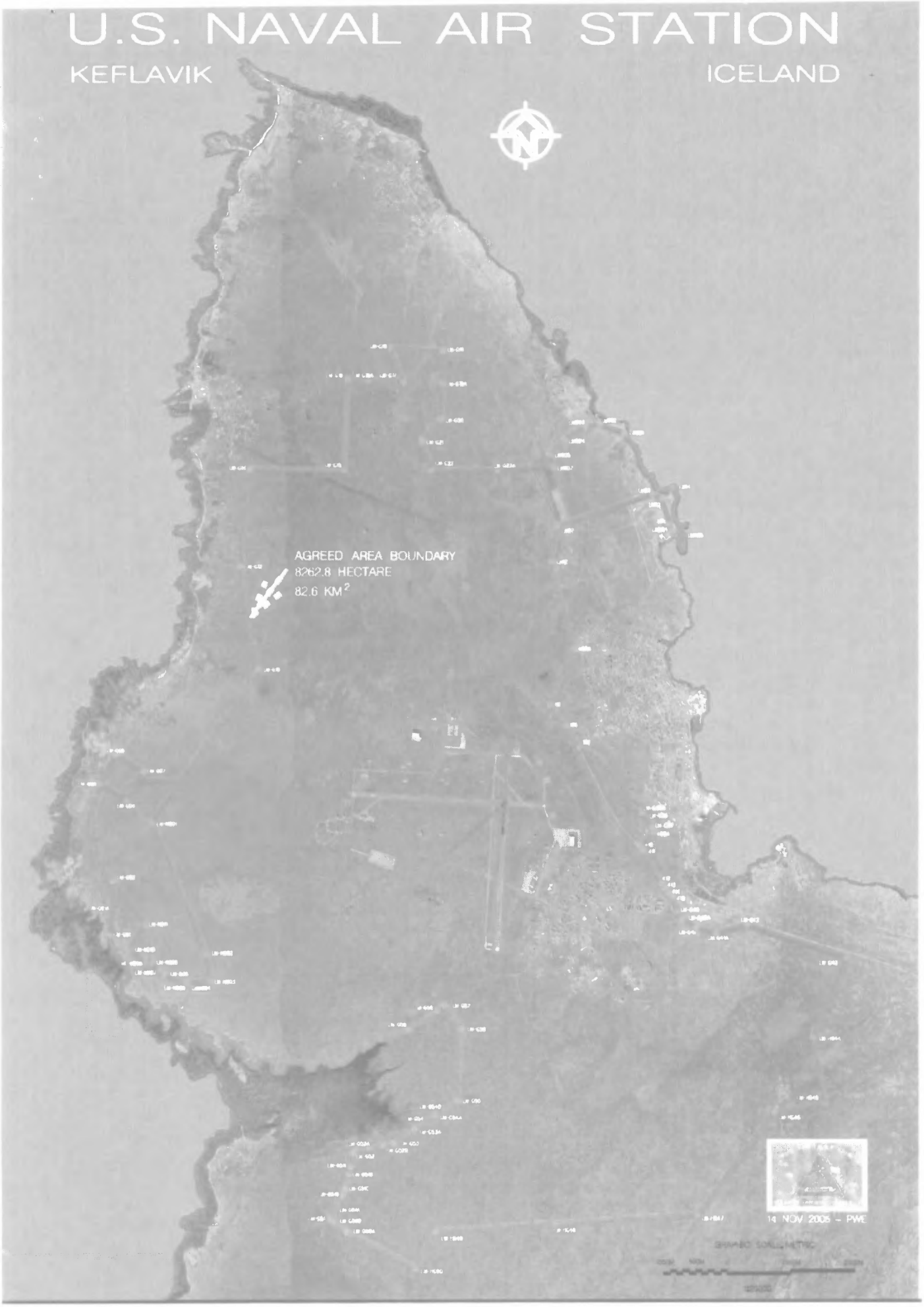
DONE at Reykjavik

this 29 day of September, 2006.

FOR THE GOVERNMENT OF THE REPUBLIC OF ICELAND:

U.S. NAVAL AIR STATION

KEFLAVIK ICELAND



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ISN-93 GRID COORDINATES AND WGS-84 LAT/LONG

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LM-G01A	317316.003	390241.619	M	63ø58'01.50268"N	22ø43'51.39286"W
LM-G02	317325.952	390664.277	M	63ø58'15.14602"N	22ø43'52.49511"W

HJORSEY DATUM 1955

POINT_ID				Latitude	Longitude
LM-G01A				63° 58' 02.59"	22° 43' 52.25"
LM-G02				63° 58' 16.24"	22° 43' 53.35"

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PNT NO	LAT/LONG (WGS-84)		ISNET93 DATUM, COORDINATES	
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2	-21 28 26 99	64 24 06 21	380710 18	435636 52
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Pt 1F

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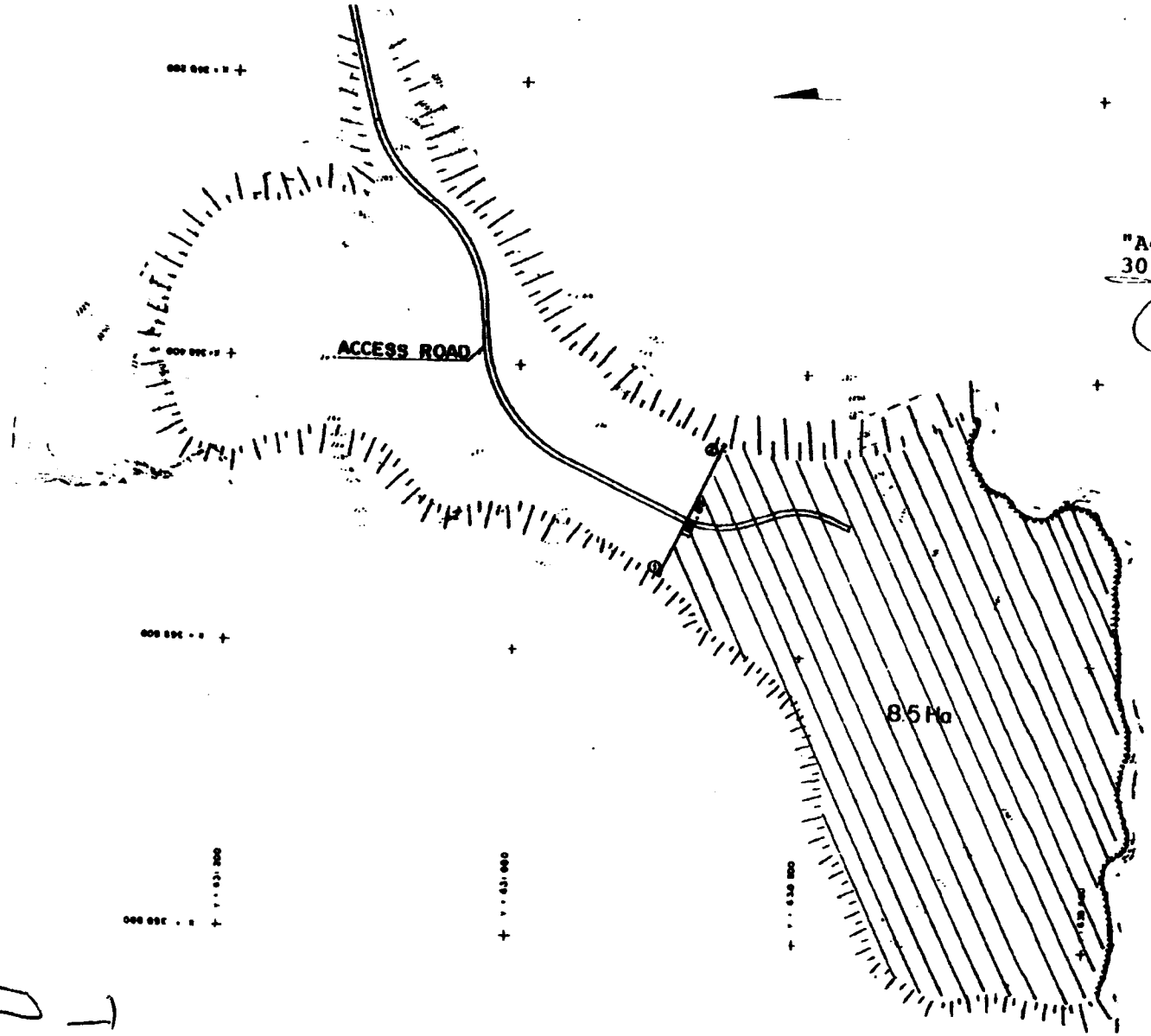


"Agreed Area" - varnarsvæði
30 July 1986

COORDINATES

No.	X	Y
1.	368544.6	360900.0
2.	368452.5	360856.6

HNITKERFI Landskerfi

HÆÐARKERFI Staðbundið
Hæðarlínur í fetum
Hæðir í metrum fdst
með þvi að margfelda
uppgefnar hæðir á korti
með 0.3048

ALMENNA LTD.

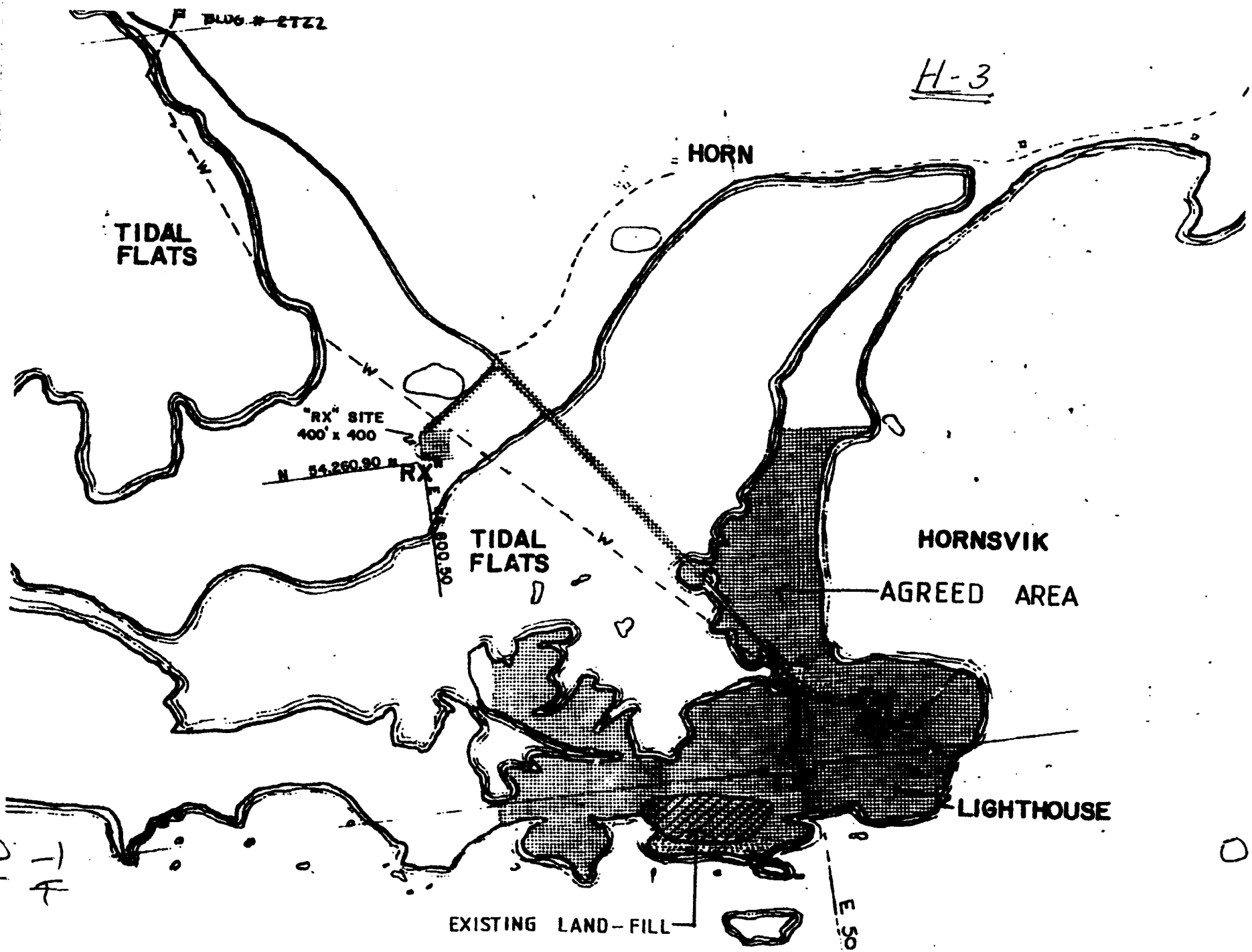
HNIT HF
VERKFRÆÐISTOFA

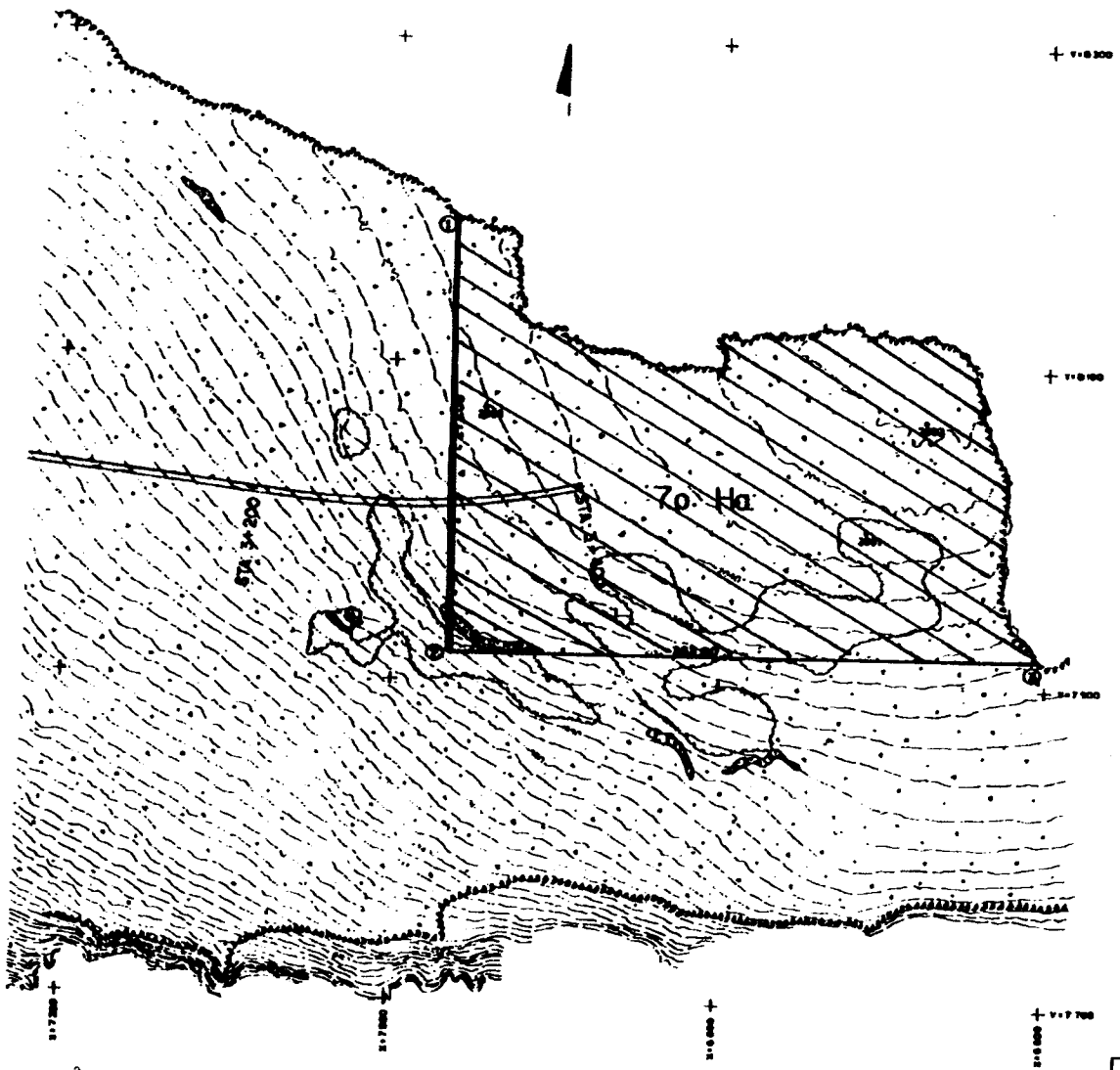
Vernarmálaskrifstofa Utanríkisráðuneytisins

RADARSTATION H-2A
SITE LOCATION MAP

SCALE 1:4000

847-J-02


H-3
BLDG # 2722
HORN
TIDAL FLATS
"RX" SITE
400' x 400
N 54,260.90
RX
E 800.50
TIDAL FLATS
HORNSVIK
AGREED AREA
LIGHTHOUSE
EXISTING LAND-FILL
E 50



"Agreed Area" - varnarsvæði
30 July 1986

COORDINATES

No.	X	Y
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2.	6966.5	7918.7
3.	6603.5	7918.7

HNITKERFI : Hnitkerfi Balungavíkur.

HÆÐARKERFI : Hæðarkerfi Balungavíkur.
Hæðartínur í fetum.
Hæðir í metrum fást með því
að margfalda uppgefnar hæðir
í fetum með 0,3048

ALMENNA LTD.
CONSULTING ENGINEERS
REYKJAVÍK ICELAND

HNIT HF
VERKFRÆÐISTOFA

Varnarmálaskrifstofa Utanríkisráðuneytisins

RADARSTATION H-4A
SITE LOCATION MAP

SCALE 1:4000

61-7
L-2

853-J-01