



**COUNCIL OF THE
EUROPEAN UNION**

**Brussels, 26 June 2003 (27.06)
(OR. en,fr)**

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LIMITE

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NOTE

from :	Secretariat
to :	Delegations
Subject:	Agreements between the European Union and the Republic of Uganda, as well as between the European Union and the Democratic Republic of Congo on the status of forces of the EU Military Operation in the Democratic Republic of Congo – Authorisation for negotiations on the basis of Article 24 of the TEU

1. Article 13 of Joint Action 2003/423/CFSP ¹ of 5 June 2003 on the European Union military operation in the Democratic Republic of Congo provides that "If required, the status of the EU-led forces in the Democratic Republic of Congo shall be the subject of an agreement between the Government of the Democratic Republic of Congo to be concluded on the basis of Article 24 of the Treaty on European Union".
2. By Council Decision 2003/432/CFSP ² of 12 June 2003, the Council launched the European Union Military Operation in the Democratic Republic of Congo "Artemis".
3. In order to adequately address the requirements of the force and its personnel, status of forces agreements have to be negotiated with the Republic of Uganda, where the forward mounting base is located, and with the Democratic Republic of Congo.

¹ OJ L 143, 11.6.2003, p. 50.

² OJ L 147, 14.6.2003, p. 42.

4. France acts as a Framework Nation for the EU Military Operation and has signed on 18 June 2003 a bilateral status of forces agreement with the Government of the Republic of Uganda (SOFA) (text set out in ANNEX I of this note). In order to extend the application of the SOFA to all forces participating in the operation, an agreement has to be concluded with the Government of the Republic of Uganda. A draft exchange of letters is set out in ANNEX II of this note.
5. A status of forces agreement is also required for the Democratic Republic of Congo. A draft agreement is set out in ANNEX III of this note.
6. The Draft Agreement in the form of an exchange of letters between the European Union and the Republic of Uganda regarding the status of forces participating in the European Union military operation in the Democratic Republic of Congo requiring access to, presence in and departure from Uganda (ANNEX II) and the draft Agreement between the European Union and the Democratic Republic of Congo on the status of the European Union-led forces in the Democratic Republic of Congo (ANNEX III) have been examined by the Working Group of Foreign Relations Counsellors on 26 June 2003.
7. The Working Group of Foreign Relations Counsellors:
 - underlined that these draft agreements would not prejudice the modalities for future EU-led military operations, including privileges and immunities granted to participating personnel. In this connection the Group agreed on the need to examine in the appropriate fora in detail the question of privileges and immunities in future SOFAs for crisis management operations;
 - noted that under the provisions of the draft SOFAs the rights and obligations of the parties under international agreements and other international instruments establishing international tribunals, including the Rome Statute of the International Criminal Court would remain unaffected.

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF UGANDA
AND
THE GOVERNMENT OF THE FRENCH REPUBLIC

CONCERNING

THE STATUS OF THE FRENCH ARMED
FORCES PARTICIPATING IN THE DEPLOYMENT OF THE INTERIM EMERGENCY
MULTINATIONAL FORCE AND OTHER PROVISIONS RELATING TO THEIR PRESENCE
IN THE REPUBLIC OF UGANDA

**The Government of the Republic of Uganda and the Government of the French Republic,
(hereinafter referred to as "the Parties");**

In consideration of the United Nations Security Council Resolution (UNSCR) 1484 adopted on 30 May 2003, which authorises the deployment of an Interim Emergency Multinational Force (IEMF) in Bunia, Democratic Republic of Congo, in close cooperation with the United Nations Organisation Mission in the Democratic Republic of Congo (UNOMC);

Conscious of the General Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on the 13 February 1946, (hereinafter referred to as "the 1946 Convention");

Thankful for the considerate will of the Republic of Uganda to provide all necessary support, within her means, to facilitate a swift deployment of the IEMF and especially her agreement for using Entebbe Airbase;

Considering the lead nation status assumed by the French Republic for the military operations of the deployment of the said IEMF;

Desiring to specify the conditions of the support provided by the Republic of Uganda;

And

Aware of the necessity to give a legal framework for the presence of the French armed forces in the Republic of Uganda and for other related matters,

Have agreed as follows:

Article 1

In this agreement, the following terms shall have the following meaning.

"Civil Authorities" means the Uganda Police Force, Civil Aviation Authority, Immigration and Customs or any other law enforcement structure/agency and/or any appropriate Ugandan Government Official, excluding the Uganda People's Defence Forces (UPDF).

"Military Authorities" means the Uganda People's Defence Forces (UPDF).

"Member or members" means every person who is either a member of the armed forces or a civilian attached to such armed forces.

"Operation" means all the military operations to be conducted in the territory of the Republic of Uganda from Entebbe Airbase.

"Operation area" means the area of Entebbe Airbase, the area of Kampala region and airspace zones to fly to Entebbe and between Entebbe and Bunia.

"Receiving Party" means the Government of the Republic of Uganda.

"Sending Party" means the Government of the French Republic.

"Territorial borders" means the territorial borders of the Republic of Uganda including her waters and airspace.

Article 2

2.1. This Agreement aims at establishing the status of the members of the armed forces of the Sending Party and at specifying the provisions of their presence in the territory of the Receiving Party for the duration of the operation.

2.2. For the part of the operation being conducted in the territory of the Receiving Party, three phases are to be considered:

- (a) Phase One is the setting up of the operational forward base at Entebbe which takes place from the 2 June;
- (b) Phase Two is the air deployment of personnel and equipment, from Entebbe Airbase to Bunia, which takes place as soon as possible, after the prerequisites are granted;
- (c) Phase Three is the withdrawal of personnel and equipment, from Bunia through Entebbe Airbase, considering that the deployment of the IEMF is authorised till 1 September 2003.

Article 3

- 3.1. The provisions of this Agreement, any obligation undertaken by the civilian and military authorities of the Receiving Party or any privilege, immunity, facility or concession granted to any member of the Sending Party shall apply only within the territorial borders of the Receiving Party for the duration of the operation.
- 3.2. Should other States contribute to the deployment of the IEMF, the provisions of this Agreement, any obligation undertaken by the civilian and military authorities of the Receiving Party or any privilege, immunity, facility or concession granted to any member of the Sending Party shall be extended in the same terms to members of the armed forces of these other States with due respect of the related conditions determined by the Receiving Party.

Article 4

The Sending Party and its members shall respect the laws of the Receiving Party and the commander of the members of the Sending Party shall be obliged to take all appropriate measures for that purpose.

Article 5

- 5.1. In any case, members of the Sending Party shall remain members of the armed forces of the Sending Party and shall be subject to their own service laws and regulations during the operation.
- 5.2. Members of the Sending Party shall form a unique military unit and shall remain under the command of the Sending Party, especially as far as disciplinary matters are concerned.

Article 6

- 6.1. Members of the Sending Party shall wear their uniform, display rank and insignia.
- 6.2. Members of the Sending Party shall use equipment, possess and carry arms and ammunition for the purpose of the operation only.
- 6.3. Wearing of civilian attire by the members of the Sending Party may be authorised by the commander of the members of the Sending Party.

Article 7

- 7.1. The Receiving Party shall facilitate the entry into and departure from the territory of the Receiving Party by members of the Sending Party.
- 7.2. Whenever so required for the purpose of the operation and decided by the commander of the members of the Sending Party, members of the Sending Party shall have the right to enter into, reside in and depart from the territory of the Receiving Party. The appropriate authorities of the Receiving Party are to be informed in advance of any such movements.
- 7.3. Members of the Sending Party shall be exempted from visa regulations on entry into or departure from the territory of the Receiving Party.

- 7.4. Members of the Sending Party shall be exempted from any immigration regulations governing the residence of foreigners in the Receiving Party (including registration), but shall not be considered as acquiring any right to permanent residence in the Receiving Party.
- 7.5. For the purpose of entry into or departure from the Receiving Party, members of the Sending Party shall be required to be in possession of:
- (a) an individual or collective movement order issued by the Sending Party,
 - (b) a valid passport or a personal military identity card issued by the Sending Party.
- 7.6. Members of the Sending Party travelling in the territory of the Receiving Party, where such travel is not part of the operation, shall be required to carry their passports or their personal military identity cards. On request by the civilian authorities of the Receiving Party, members of the Sending Party shall present, but not surrender, their passports or personal military identity cards.

Article 8

- 8.1. During the operation, members of the Sending Party shall benefit from the provisions of Article VI of the 1946 Convention regarding experts on missions for the United Nations, especially as far as immunity from personal arrest or detention and immunity from legal process of any kind in respect of any act done by them in the course of the performance of their missions are concerned.
- 8.2. In any case of misconduct of a member or members of the Sending Party reported to the authorities of the Receiving Party, these authorities shall inform, as soon as possible, the commander of the members of the Sending Party.
- 8.3. If needed, the member or members of the Sending Party shall be handed over by the authorities of the Receiving Party to the commander of the members of the Sending Party, so

that all appropriate disciplinary measures can be taken in accordance with Article 5 of this Agreement and, if necessary, a repatriation to the territory of the Sending Party may be effected. The authorities of the Receiving Party shall be informed about the measures finally taken.

- 8.4. Both Parties shall give mutual assistance to each other for the exchange of any information that could concern a member of the Sending Party. The Sending Party shall accord sympathetic consideration to any complementary request of the Receiving Party.

Article 9

- 9.1. During the operation, members of the Sending Party shall have the right to bring in, free of duty, for their exclusive use, reasonable quantities of personal effects on their arrival in the Receiving Party. These provisions shall also apply to the export of personal effects in so far as they are deemed reasonable.
- 9.2. The Sending Party shall have the right to import and re-export, free of all taxes and custom charges, the equipment for the armed forces, and reasonable quantities of supplies and other goods for the exclusive use of the armed forces during the operation.
- 9.3. The duty free importation and re-exportation shall be subject to the deposit to the authorities of the Receiving Party of a certificate in a form agreed between the Receiving Party and the Sending Party, signed by a person authorised by the Sending Party for that purpose. The designation of the person authorised to sign the certificates as well as specimens of signatures and stamps to be used, shall be sent to the Receiving Party.
- 9.4. The Sending Party shall be entitled to buy or rent supplies or equipment required for the operation, free of taxes, in the territory of the Receiving Party. These supplies consist in principle of petrol, oil and lubricants, but that list shall not be considered as being a limitation.

Article 10

- 10.1. The Receiving Party shall accept as valid, a permit or license, issued to any member of the Sending Party by the Sending Party, for the use of any military vehicle, aircraft or communication equipment necessary for any duty of the members of the Sending Party.
- 10.2. The Receiving Party shall accept as valid, current international driving licenses, issued to members of the Sending Party for the use of civilian vehicles.
- 10.3. The Sending Party confirms to the Receiving Party that all its vehicles, aircrafts and such other equipment deployed in the territory of the Receiving Party for the duration of the operation are insured under the Sending Party's Governmental cover.

Article 11

- 11.1 The Parties waive any claim they may have against each other or against any member of either Party for any injury, including injury resulting into death, sustained or suffered by a member or members of one Party where such injury or death arises or is caused by or during the performance by a member or members of their official duties, or while doing anything in connection with the performance of this Agreement, except where such injury or death is a result of gross negligence or wilful misconduct on the part of such member or members.
- 11.2. The Parties waive all claims against each other for damage to, or loss of any property owned by them where such damage or loss is caused by a member or members of one Party in the course of the performance of official duties, or while doing anything in connection with the performance of this Agreement, except where such damage or loss is a result of gross negligence or wilful misconduct on the part of such member or members.
- 11.3. In cases of death or injury referred to in paragraph 1, the affected member or their dependants shall be compensated by their respective Party in accordance with the laws of that Party.
- 11.4. The Sending Party agrees to reimburse the Receiving Party all costs incurred by it in dealing with and settling any third party claims arising from any act or omission by any member of the Sending Party.

11.5. In case of a joint cause of an injury, death or damage to property which gives rise to claims by a third party, the Parties shall equally share the costs of compensation to the third party.

Article 12

- 12.1. In case of any accident or incident resulting into damage to or loss of property and injury or death of any member of the Sending Party during the operation, the Receiving Party may hold, upon request of the Sending Party, a committee of inquiry according to its laws to investigate the circumstances surrounding the cause of such injury or death and damage to or loss of property.
- 12.2. The Sending Party shall be entitled to have a representative at the committee of inquiry. This representative shall not have the right to cross examine, or any other active role but he/she shall be present when the committee of inquiry is deliberating on its findings and recommendations.
- 12.3. The Sending Party shall be provided with a copy of the report of the committee of inquiry. Any requests for more specific information by the Sending Party shall be given sympathetic consideration by the Receiving Party.
- 12.4. In case of death of a member of the Sending Party, the Receiving Party shall immediately inform the Sending Party through normal diplomatic channels of the said death and the Sending Party shall be entitled to dispose of the body upon authorisation by the authorities of the Receiving Party. The Sending Party shall meet all costs for transportation of the body from the Receiving Party to the Sending Party.

Article 13

- 13.1. During the operation, members of the Sending Party shall enjoy, together with their military vehicles, military aircrafts as well as other aircrafts chartered by the Sending Party for the operation only and other equipment, freedom of movement to and from the operation area.

13.2. For the necessary air missions of the operation, the Receiving Party shall provide to the Sending Party bloc flight clearance over its territory to land at Entebbe Airbase coming from abroad and via the most direct route between Entebbe Airbase and Bunia, valid during the course of the operation only. However, the Sending Party shall provide prior notification to the Receiving Party about any in-coming flights into its territory, save for unforeseen situation such as emergency evacuations.

Article 14

14.1. The Sending Party shall import in the territory of the Receiving Party the necessary arms, ammunitions and other military equipment for the purpose of the operation only.

14.2. The Receiving Party shall provide to the Sending Party, as may be available, storage facilities for any equipment, arms and ammunitions.

14.3. The said equipment, arms and ammunitions when put in the stores of the Receiving Party shall be kept according to the military regulations of the Receiving Party. Outside the storage facilities of the Receiving Party, the Sending Party shall be responsible for the security of the equipment, arms and ammunitions in coordination with the Receiving Party.

14.4. If needed by the Sending Party, the Receiving Party shall provide, if available, any complementary support for the protection of the surroundings of the installations of the Sending Party.

Article 15

15.1. For the setting up of the operational forward base, the Receiving Party shall provide to the Sending Party all necessary support, with appropriate water and electricity facilities, under the same conditions as granted to the members of the Receiving Party, subject to payment by the Sending Party of applicable charges that are in essence no more than fees payable for such utilities.

15.2. Notwithstanding the tax exemption provided for in Article 9 of this Agreement, the Sending Party shall be charged for aircraft servicing at Entebbe Airbase, under the same conditions as granted to the armed forces of the Receiving Party and including, if required, restrictively:

- the use of navigational aids
- landing fees
- the use of parking space
- the use of fire control means
- the supply of aircraft fuel, lubricants and other fluids
- the use of special equipment for rescue and salvation.

Article 16

16.1. Telecommunication services during the operation shall be operated in accordance with the International Telecommunications Convention and Regulations and the frequencies on which any such station may be operated shall be decided upon by the Receiving Party.

16.2. Subject to the provisions of paragraph 1, members of the Sending Party shall enjoy and are allowed to operate in the territory of the Receiving Party an autonomous communication system by radio, telephone, facsimile or any other transmission means, and of establishing necessary facilities for maintaining such communications for purposes of the operation only. Access to the frequency spectrum shall be granted free of charge by the Receiving Party.

16.3. If requested by the Sending Party, the use of any local private or public communication facilities shall be charged to the Sending Party at the rates applicable in the territory of the Receiving Party.

16.4. If requested by the Sending Party, the Receiving Party shall provide all support for the processing and transport of private and official mail, including the transfer of money, packages and parcels addressed to or emanating from members of the Sending Party. Rates shall be charged to the Sending Party at the rates applicable in the Receiving Party.

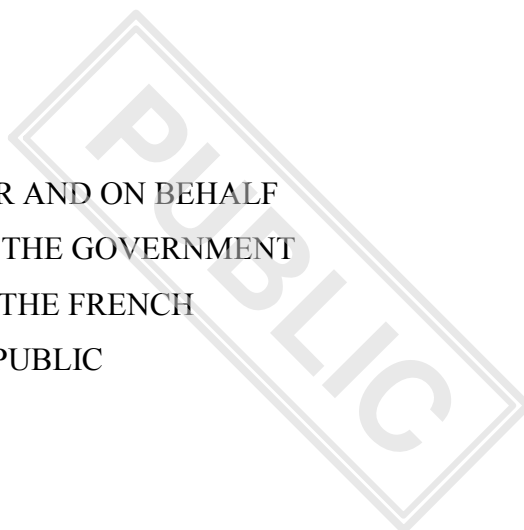
Article 17

- 17.1. Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled exclusively by the Parties through consultation and negotiations.
- 17.2. This Agreement may be amended through an exchange of notes between the Parties through normal diplomatic channels.
- 17.3. At the end of the operation, in accordance with its laws, the Sending Party may, upon request, donate gratis to the Receiving Party, such equipment and facilities as may be considered useful by the latter Party, subject to mutual agreement.
- 17.4. Either Party may terminate this Agreement by giving the other party a thirty (30) days written notice.
- 17.5. This Agreement shall remain in force until completion of the operation or until the departure of the last member of the Sending Party who participates in the operation. Nevertheless, this Agreement shall remain valid until the conclusion of the possible related proceedings of Articles 11 and 12 of this Agreement.
- 17.6. This Agreement shall enter into force on the date of signature by the two Parties.
- 17.7. Wherever this Agreement refers to the privileges, immunities and rights granted to the Sending Party and to the facilities undertaken by the Receiving Party, the Receiving Party shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities of the Receiving Party.

Done at Kampala, on June 2003, in duplicates in the English and French languages, both texts being equally authentic.

FOR AND ON BEHALF OF
THE GOVERNMENT OF
THE REPUBLIC
OF UGANDA

FOR AND ON BEHALF
OF THE GOVERNMENT
OF THE FRENCH
REPUBLIC



AGREEMENT
IN THE FORM OF AN EXCHANGE OF LETTERS
BETWEEN THE EUROPEAN UNION
AND
THE REPUBLIC OF UGANDA

REGARDING

THE STATUS OF FORCES PARTICIPATING IN THE EUROPEAN UNION MILITARY
OPERATION IN THE DEMOCRATIC REPUBLIC OF CONGO REQUIRING ACCESS TO,
PRESENCE IN AND DEPARTURE FROM UGANDA

[FORMULE DE POLITESSE]

I have the honour to refer to the adoption by the United Nations Security Council of Resolution 1484 (2003) on May 30, 2003 and the signature of the Agreement between the Government of the Republic of Uganda and the Government of the French Republic concerning the status of the French Armed Forces participating in the deployment of the Interim Emergency Multinational Force and other provisions relating to their presence in the Republic of Uganda (hereinafter referred to as "the Agreement").

Article 3, paragraph 2 of the Agreement provides the possibility to extend the application of the provisions of the Agreement to other forces participating in the Operation in DRC. As you know, the Operation takes place under the strategic direction and political control of the European Union. Participation in the force is subject to the force generation process conducted by the Operation Commander and, in particular, to the acceptance of contributions of non-EU Member States by the Political and Security Committee upon proposal by the Operation Commander and recommendation of the EU Military Committee.

In addition to contributions of EU Member States, Brazil, Canada, Hungary and South Africa will participate in the Operation.

I propose that the Agreement be applied to the forces of all States participating in the Operation subject to notification of such participation to the competent civilian and military authorities of the Republic of Uganda by the Force Commander. Procedures foreseen in article 7, paragraph 2 of the Agreement shall apply.

It is the understanding of the European Union that the immunity of article 8, paragraph 1, also extends to the property, assets and funds of the members of the Sending Party.

It is the understanding of the European Union that article 8, paragraph 4, will be implemented in close consultation between the Receiving Party and the Sending Party with a view to ensure the protection of the identity and the privacy of the personnel concerned.

It is the understanding of the European Union that article 11, paragraph 4, will be implemented in close consultation between the Receiving Party and the Sending Party with a view to ensure the legitimacy of the claim.

I have the honour to propose that, if the above is acceptable to your Government, this letter and your confirmation shall together constitute an Agreement between the European Union and the Republic of Uganda.

[formule de politesse]

(Draft reply)

[FORMULE DE POLITESSE]

I have the honour to acknowledge receipt of your letter concerning the application of the Agreement between the Government of the Republic of Uganda and the Government of the French Republic concerning the status of the French Armed Forces participating in the deployment of the Interim Emergency Multinational Force and other provisions relating to their presence in the Republic of Uganda to other forces participating the European Union military operation in the Democratic Republic of Congo, which reads as follows:

"I have the honour to refer to the adoption by the United Nations Security Council of Resolution 1484 (2003) on May 30, 2003 and the signature of the Agreement between the Government of the Republic Of Uganda and the Government of the French Republic concerning the status of the French Armed Forces participating in the deployment of the Interim Emergency Multinational Force and other provisions relating to their presence in the Republic of Uganda (hereinafter referred to as "the Agreement").

Article 3, paragraph 2 of the Agreement provides the possibility to extend the application of the provisions of the Agreement to other forces participating in the Operation in DRC. As you know, the Operation takes place under the strategic direction and political control of the European Union. Participation in the force is subject to the force generation process conducted by the Operation Commander and, in particular, to the acceptance of contributions of non-EU Member States by the Political and Security Committee upon proposal by the Operation Commander and recommendation of the EU Military Committee.

In addition to contributions of EU Member States, Brazil, Canada, Hungary and South Africa will participate in the Operation.

I propose that the Agreement be applied to the forces of all States participating in the Operation subject to notification of such participation to the competent civilian and military authorities of the Republic of Uganda by the Force Commander. Procedures foreseen in article 7, paragraph 2 of the Agreement shall apply.

It is the understanding of the European Union that the immunity of article 8, paragraph 1, also extends to the property, assets and funds of the members of the Sending Party.

It is the understanding of the European Union that article 8, paragraph 4, will be implemented in close consultation between the Receiving Party and the Sending Party with a view to ensure the protection of the identity and the privacy of the personnel concerned.

It is the understanding of the European Union that article 11, paragraph 4, will be implemented in close consultation between the Receiving Party and the Sending Party with a view to ensure the legitimacy of the claim.

I have the honour to propose that, if the above is acceptable to your Government, this letter and your confirmation shall together constitute an Agreement between the European Union and the Republic of Uganda."

I have the honour to confirm that the above is acceptable to my Government and that your letter and this letter constitute an agreement in accordance with your proposal.

[formule de politesse]

AGREEMENT BETWEEN THE EUROPEAN UNION
AND THE DEMOCRATIC REPUBLIC OF THE CONGO
ON
THE STATUS OF THE EUROPEAN UNION-LED FORCES
IN THE DEMOCRATIC REPUBLIC OF THE CONGO

THE EUROPEAN UNION,

of the one part, and

THE DEMOCRATIC REPUBLIC OF THE CONGO, hereinafter referred to as "the Host Party",

of the other part,

Together hereinafter referred to as the "Parties",

CONSIDERING:

- the United Nations Security Council's adoption of Resolution 1484 (2003) of 30 May 2003;
- the adoption by the Council of the European Union on 5 June 2003 of Joint Action 2003/423/CFSP on the European Union military operation in the Democratic Republic of the Congo;
- that this Agreement will not affect the Parties' rights and obligations under international agreements and other instruments establishing international courts and tribunals, including the Statute of the International Criminal Court,

HAVE AGREED AS FOLLOWS:

Article 1

Scope and definitions

1. This Agreement shall apply to the European Union–led Forces and to European Union-led Forces personnel.
2. This Agreement shall apply only within the territory of the Host Party.

3. For the purpose of this Agreement:

- (a) "European Union-led Forces" (EUF) shall mean EU military headquarters and national units/elements contributing to the operation, their equipment and their means of transport;
- (b) "operation" shall mean the preparation, establishment, execution and support of the mission further to the mandate arising out of United Nations Security Council Resolution 1484 (2003) of 30 May 2003;
- (c) "EUF Commander" shall mean the EU Force Commander in the theatre of operations;
- (d) "EU military headquarters" shall mean the military headquarters and elements thereof, whatever their location, under the authority of EU military commanders exercising the military command and control of the operation;
- (e) "national units/elements" shall mean units and elements belonging to the Member States of the European Union and to other States participating in the operation;
- (f) "EUF personnel" shall mean the civilian and military personnel assigned to the EUF, present, except as otherwise provided in this Agreement, within the territory of the Host Party, with the exception of personnel hired locally;
- (g) "facilities" shall mean all premises and land required for the EUF and for the accommodation of EUF personnel;
- (h) "Sending State" shall mean the State to the armed forces of which the personnel concerned belong.

Article 2

General provisions

1. The EUF shall respect the laws and regulations of the Host Party and shall refrain from any action or activity incompatible with the objectives of the operation.

2. The EUF shall regularly inform the government of the Host Party of the number of EUF personnel stationed within the Host Party's territory.

Article 3

Identification

1. EUF personnel must carry passports or military identity cards with them at all times.
2. EUF vehicles and other means of transport shall carry distinctive EUF identification markings, of which the relevant Host Party authorities shall be notified.
3. The EUF may display the flag of the European Union and markings such as coats of arms, titles and official symbols, on their premises, vehicles and transport facilities. The uniforms of EUF personnel shall carry a distinctive EUF emblem.

Article 4

Border crossing and movement within the Host Party's territory

1. EUF personnel shall enter the Host Party's territory only on presentation of the documents provided for in Article 3 or, in the case of first entry, of an individual or collective movement order issued by the EUF. They shall be exempt from passport and visa regulations and immigration inspections on entering or leaving the Host Party's territory.
2. EUF personnel shall be exempt from the Host Party's regulations on the registration and control of aliens, but shall not acquire any right to permanent residence or domicile within the Host Party's territory.
3. EUF assets and means of transport entering, transiting or exiting the Host Party's territory in support of the operation shall be exempt from any requirement to produce inventories or other customs documentation and from any inspection.

4. EUF personnel may drive motor vehicles within the Host Party's territory provided they have valid national, international or military driving licences.
5. The Host Party shall grant the EUF and EUF personnel freedom of movement and freedom to travel within its territory.
6. The Host Party shall authorise all flights necessary for the conduct of the operation.
7. For the purpose of the operation, the EUF may use public roads, bridges and airports without the payment of duties, fees, tolls, taxes and similar charges. The EUF shall not be exempt from reasonable charges for services requested and received, under the conditions that apply to those provided to the Host Party's armed forces.

Article 5

Privileges and immunities of the EUF

1. The EUF's premises and accommodation shall be inviolable. The Host Party's agents shall not enter them without the consent of the EUF Commander.
2. The EUF's premises and accommodation, their furnishings and other assets therein as well as their means of transport shall be immune from search, requisition, attachment or execution.
3. The EUF's archives and documents shall be inviolable at any time, wherever they may be.
4. EUF correspondence shall be granted a status equivalent to that of official correspondence granted under the Vienna Convention on Diplomatic Relations of 18 April 1961.

5. The EUF shall be exempt from all national, regional and communal dues and taxes and charges of similar nature on purchased and imported goods and services provided and in respect of its premises and accommodation.
6. The Host Party shall permit the entry of articles for the operation and grant them exemption from all custom duties, taxes and similar charges other than charges for storage, cartage and other services rendered.

Article 6

Privileges and immunities of EUF personnel

1. EUF personnel shall be granted all the privileges and immunities equivalent to those granted to diplomatic agents under the Vienna Convention on Diplomatic Relations of 18 April 1961.
2. EUF personnel shall have the right to purchase and/or import free of duty or other restrictions items required for their personal use, and to export such items.

Article 7

The competent authorities of the Sending State shall have the right to exercise on the territory of the Host Party all the criminal jurisdiction and disciplinary powers conferred on them by the law of the Sending State with regard to all personnel subject to the military law of that State.

Article 8

Uniform and arms

1. The wearing of uniform shall be subject to rules adopted by the EUF Commander.
2. EUF military personnel may carry arms and ammunition on condition that they are authorised to do so by their orders.

Article 9
Host Party support and contracting

1. The Host party agrees, if requested, to assist the EUF in finding suitable facilities.
2. The Host Party shall provide, free of charge, facilities of which it is the owner.
3. Within its means and capabilities, the Host Party shall assist in the preparation, establishment, and execution of and support for the operation. The Host Party's assistance and support of the operation shall be provided under the same conditions as the assistance and support given to the Host Party's armed forces.
4. The EUF shall endeavour, as far as possible, to contract locally for the goods and services they require, subject to the requirements of the operation.

Article 10
Deceased EUF personnel

1. The EUF Commander shall have the right to take charge of and make suitable arrangements for the repatriation of any deceased EUF personnel, as well as that of their personal property.
2. No autopsy shall be performed on any deceased member of the EUF without the agreement of the State concerned or the presence of a representative of the EUF and/or the State concerned.

Article 11
Military police and mutual assistance

1. The EUF Commander may establish a military police unit in order to maintain order in EUF facilities.

2. Outside those facilities the military police unit may act to ensure the maintenance of good order and discipline among EUF personnel.

Article 12
Communications

1. The EUF may install and operate radio sending and receiving stations, as well as satellite systems. They shall cooperate with the Host Party's competent authorities on the use of appropriate frequencies. The Host Party shall grant access to the frequency spectrum free of charge.
2. The EUF shall enjoy the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile and other means, as well as the right to install the equipment necessary for the maintenance of such communications within and between EUF facilities, including the laying of cables and land lines for the purpose of the operation.
3. Within their own facilities the EUF may make the arrangements necessary for the conveyance of private mail addressed to and from EUF personnel.

Article 13
Claims for death, injury, damage and loss

1. Claims arising out of activities in connection with civil disturbances, protection of the EUF or which are incidental to operational necessities shall not be the subject of any reimbursement by Member States or other States participating in the operation.
2. Both Parties renounce any claim on each other in connection with the death or injury of personnel or damage to or loss of any immovable or movable property that they own if that death, injury, damage or loss:
 - is caused by personnel carrying out their duties in the course of the operation, or
 - arises out of the use of their immovable or movable property.

3. Other claims shall be dealt with by the Host Party's competent authorities. Claims shall be settled only if the State concerned has given its consent.

Article 14

Liaison and disputes

1. All issues arising in connection with the application of this Agreement shall be examined by representatives of the EUF and the Host Party's competent authorities.
2. Failing any prior settlement, disputes concerning the interpretation or application of this Agreement shall be settled by diplomatic means between the Host Party and EU representatives.

Article 15

Other provisions

1. Whenever this Agreement refers to the privileges, immunities and rights of the EUF and of EUF personnel, the Government of the Host Party shall be responsible for their implementation and for compliance with them on the part of the appropriate Host Party local authorities.
2. Nothing in this Agreement is intended or may be construed to derogate from any rights that may attach to an EU Member State or to any other State contributing to the EUF under other agreements.

Article 16

Implementing arrangements

For purposes of the application of this Agreement, operational, administrative and technical matters may be dealt with by means of separate arrangements to be concluded between the EUF Commander and the Host Party's administrative authorities.

Article 17

Entry into force and termination

1. This Agreement shall enter into force on the day on which it is signed and shall remain in force until the departure of the last EUF element and of the last EUF personnel.
 2. This Agreement may be amended by written agreement between the Parties.
 3. The denunciation of this Agreement shall not affect any rights or obligations arising out of the execution of this Agreement before such denunciation.
 4. This Agreement is drawn up in two originals in French.
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