

AGREEMENT
BETWEEN
THE CZECH REPUBLIC
AND
THE UNITED STATES OF AMERICA
ON ESTABLISHING A UNITED STATES BALLISTIC MISSILE DEFENSE
RADAR SITE IN THE CZECH REPUBLIC

Preamble

The Czech Republic and the United States of America (hereafter referred to as the “Parties”):

Recognizing the rights and obligations deriving from their participation in the North Atlantic Treaty, done at Washington, D.C. on April 4, 1949 (hereafter referred to as the “North Atlantic Treaty”);

Resolved to join efforts for the continued promotion of international peace and security and for the common security of the Czech Republic and the United States;

Recognizing that the Czech Republic and the United States have established a strategic dialogue to facilitate consultations on international security matters, including missile threats

and international terrorism, that may affect the territorial integrity, political independence, security, and defense capability of the Czech Republic or the United States;

Recognizing that the proliferation of weapons of mass destruction and the means to deliver them, including by ballistic missiles, poses a grave threat to the Parties, their allies and friends, and to international peace and security;

Reaffirming, in conformity with the 1999 Strategic Concept of the North Atlantic Treaty Organization (hereafter referred to as “NATO”), efforts to address the risks and potential threats of proliferation of nuclear, biological, and chemical weapons and their means of delivery, including ballistic missiles;

Bearing in mind the vital role of international cooperation with allies and friends in preparing for defense against ballistic missile attacks;

Sharing the opinion that the security of the North Atlantic area is indivisible and that NATO is the primary means of ensuring the collective defense of the North Atlantic area;

Convinced that establishing a United States ballistic missile defense radar site in the territory of the Czech Republic will enhance existing security relationships and the Czech Republic’s capability to resist an armed attack, contribute to international peace and security, and improve the national security of NATO members, including the Czech Republic and the United States, as well as other allies and friends;

Recognizing the need to develop a ballistic missile defense system, supporting NATO activities in this area and aware of the progress achieved by NATO since the 2002 Prague Summit in the discussions on its own ballistic missile defense system;

Reaffirming their common understanding on future efforts to achieve the maximum possible interoperability between the United States ballistic missile defense system and a NATO missile defense system;

Reaffirming that no element of the ballistic missile defense system, including the radar located in the territory of the Czech Republic, shall be used for any activities inconsistent with the United Nations Charter;

Recognizing that the presence of United States forces in the territory of the Czech Republic that is associated with the establishment and operation of a ballistic missile defense radar site, as set forth in this Agreement, is subject to the consent of the Parliament of the Czech Republic;

Recognizing the application of the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, done at London on June 19, 1951 (hereafter referred to as the “NATO SOFA”), including its provision for separate arrangements supplementary to that agreement;

Recognizing the applicability of the Agreement between the Czech Republic and the United States of America on Status of United States Forces Present in the Territory of the Czech Republic (hereafter referred to as the “CR-US SOFA”), upon its entry into force;

Recognizing the application of the Agreement between the Government of the Czech Republic and the Government of the United States of America Concerning Security Measures for the Protection of Classified Military Information, done at Prague on September 19, 1995, as amended (hereafter referred to as the “GSOMIA”), the Agreement between the Parties to the North Atlantic Treaty for the Security of Information, done at Brussels on March 6, 1997 (hereafter referred to as the “NATO Security of Information Agreement”), and the NATO Agreement on the Communication of Technical Information for Defense Purposes, done at Brussels on October 19, 1970 (hereafter referred to as the “NATO Technical Information Agreement”);

Have agreed as follows:

Article I
Definitions

For the purposes of this Agreement, the following terms are defined:

1. “Members of the force” has the same meaning as the term “force” in Article I, paragraph 1(a) of the NATO SOFA.

2. “United States forces” means the entity comprising the members of the force, the civilian component, and all property, equipment, and materiel of the United States Armed Forces present in the territory of the Czech Republic in connection with construction and operation of the radar site.

3. Except as otherwise provided in the CR-US SOFA, the term “civilian component” as defined in Article I, paragraph 1(b) of the NATO SOFA also includes employees of non-Czech, non-commercial organizations who are nationals of, or ordinarily resident in, the United States and who are not ordinarily resident in the territory of the Czech Republic, and who solely for the purpose of contributing to the welfare, morale, or education of the United States forces, are accompanying those forces in the territory of the Czech Republic. The term “civilian component” also includes those dependents employed by the United States forces, by the organizations referred to in this paragraph, or by service support activities listed in the CR-US SOFA.

4. The term “dependent” as used in Article I, paragraph 1(c) of the NATO SOFA also means member of the family of a member of the force or of the civilian component who is financially, legally, or for reasons of health dependent upon and supported by such member, who shares the quarters occupied by such member, and who is present in the territory of the Czech Republic with the consent of the authorities of the United States forces.

5. “United States contractors” and “United States contractor employees” mean non-Czech physical persons or legal entities and their employees who are not citizens of the Czech Republic or ordinarily resident in the territory of the Czech Republic, who are present in the territory of the Czech Republic in connection with activities under this Agreement to supply goods and services in the territory of the Czech Republic to United States forces under a contract or subcontract with or for United States forces.

6. “Executive Agent” means the Department of Defense for the United States and the Ministry of Defense for the Czech Republic.

7. “Controlled unclassified information” means unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws. Such information could include information that has been declassified but remains controlled.

8. “Intellectual property” shall have the meaning set forth in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

9. “Third party” means a state other than a Party to this Agreement and any other legal entity or physical person who is not a national of the Czech Republic or the United States.

Article II

Purpose and Scope

1. This Agreement establishes the rights and obligations of the Parties with respect to the establishment and operation of a United States ballistic missile defense radar site located in the territory of the Czech Republic and associated facilities (hereafter referred to as “the radar site”).

2. The purpose of building the ballistic missile defense system is to protect the territory of the United States, as well as the territory of its allies and friends, against a ballistic missile

attack. The purpose of establishing a radar site in the territory of the Czech Republic is to provide the system with precise tracking and discrimination data that assist interceptors in hitting hostile ballistic missiles in flight.

3. Within the context of, and consistent with, both the North Atlantic Treaty and the emerging partnership between the Czech Republic and the United States on missile defense, the United States is committed to the security of the Czech Republic and to protect and defend, by means of its ballistic missile defense system, the Czech Republic against a potential ballistic missile attack.

4. The Parties shall cooperate to address threats to the Czech Republic related to the presence of the radar site in the Czech Republic, should they arise.

Article III

NATO and the Ballistic Missile Defense Radar

1. The Parties shall support close coordination between NATO and the United States in the development of their missile defense capabilities.

2. The United States fully intends for the United States ballistic missile defense system to be an interoperable and integral part of evolving NATO missile defense capabilities.

3. In addition to continued Czech Republic and United States participation in NATO programs, the Parties intend to further elaborate and develop bilateral security cooperation, including through fulfilment of the principles and objectives of this Agreement.

Article IV

Radar Site

1. Without prejudice to its full sovereignty and control over its territory and airspace, the Czech Republic grants the United States the use of the territory of the Czech Republic and any facilities located on that territory, within an area not to exceed that shown on the map contained in the Annex to this Agreement, for the purpose of establishing and operating a radar site. The Czech Republic retains full sovereignty and title to the radar site authorized to be used by United States forces.

2. The Annex to this Agreement contains a map that shows the area within which the radar site shall be located and shall form an integral part of this Agreement.

3. The radar site shall include, but is not limited to:
 - a. an X-band ballistic missile defense radar and associated facilities,
 - b. communications facilities,
 - c. security and access facilities,
 - d. administrative, maintenance, and storage facilities,
 - e. utilities infrastructure, including a back-up power generation facility,
 - f. fuel handling and storage facilities,
 - g. fire protection, and
 - h. housing and personnel support facilities.

4. The United States is authorized to fly its flag and the flag of the Czech Republic side by side in front of the radar site headquarters building.

Article V

Radar Site Personnel

1. The Czech Republic shall enable the presence of the United States forces at the radar site necessary for its construction, maintenance, and operation.
2. The status of United States forces, United States contractors, United States contractor employees, and dependents is provided for in the CR-US SOFA and the NATO SOFA.
3. The maximum number of members of the force assigned to the radar site pursuant to paragraph 1 above shall not exceed 250, including during rotation of personnel.
4. Entry into and exit from the territory of the Czech Republic by United States forces, United States contractors, United States contractor employees, and dependents shall be governed by the CR-US SOFA.
5. As provided in Article II of the NATO SOFA, it is the duty of United States forces and dependents to respect the law of the Czech Republic, and to abstain from any activity inconsistent with the spirit of the NATO SOFA, and, in particular, from any political activity in the Czech Republic. It is also the duty of the United States to take necessary measures to that end.

Article VI

Use of the Radar Site

1. The United States shall have exclusive use and control of and unrestricted access to the radar site area shown on the map contained in the Annex to this Agreement.
2. The competent authorities of the Czech Republic shall have prompt access to the radar site:

- a. when responding to emergencies, such as fires or serious accidents;
- b. in pursuit of persons who have committed an offence outside the radar site area and have entered the radar site area;
- c. when taking custody or control of any persons detained by the United States military authorities unless such persons fall within the primary or exclusive jurisdiction of the United States; or
- d. as otherwise mutually agreed by the Parties.

3. Upon request, the United States shall, in a timely manner, provide to competent authorities of the Czech Republic access to the radar site for official purposes other than those identified in paragraph 2 above, provided the Czech Republic provides an assurance that the persons requesting access have the appropriate level of security clearance.

4. The activities described in paragraphs 2 and 3 above shall be coordinated primarily through the points of contact appointed under Article IX of this Agreement.

5. Approval by both Parties is required to allow visits to the radar site by government officials who are not nationals of the Czech Republic or the United States. If such government officials express to a Party interest in visiting the radar site, such Party shall inform them that requests for such visits must be submitted by their government to the Czech Republic through diplomatic channels.

6. Without prejudice to paragraph 5 above and in accordance with paragraph 3 of Article XIV of this Agreement, the Czech Republic and the United States shall conclude an implementing arrangement with respect to access and visits to the radar site, including visits for other than official purposes.

Article VII

Radar Site Construction and Operation

1. On the radar site, the United States may, in concert with the Czech Executive Agent as set out in this Agreement, undertake new construction; make alterations or improvements to structures or infrastructure; alter or demolish existing structures and infrastructure; and clear existing vegetation and excavate soil. On the radar site, the United States may, at its discretion, maintain, equip, and operate ballistic missile defense structures and infrastructure, including operational and support facilities and infrastructure. It is the duty of the United States to respect the relevant law of the Czech Republic in the course of preparation, construction, and operation of, and withdrawal from the radar site.

2. The Czech Executive Agent shall be responsible for obtaining all authorizations required by the law of the Czech Republic. The United States Executive Agent shall assist the Czech Executive Agent in obtaining such authorizations by expeditiously providing, on request, all appropriate information, documentation, and technical studies. There shall be no charge to the United States for such authorizations. The United States shall respect Czech technical requirements and standards but may, following consultation with the competent authorities of the Czech Republic, apply its own technical requirements and standards of construction, provided the United States standards and technical requirements are similarly effective in achieving the desired protections or the health and safety of the Czech general public are not adversely affected.

3. Before commencing specific construction activities, including site preparation and other related activities, the United States forces shall submit all appropriate documentation for such activities to the Czech Executive Agent for review. Authorizations required by the law of the Czech Republic pursuant to paragraph 2 above shall be provided by the Czech Executive Agent as expeditiously as possible. Absent timely objection by the Czech Executive Agent, the specific United States construction activities may begin 45 days after all appropriate documentation is submitted for review.

4. United States forces may carry out construction works with members of the force and the civilian component. United States forces also may, in accordance with United States law, enter into contracts for the acquisition, from any source, of articles and services, including construction, in the territory of the Czech Republic. United States forces shall utilize local Czech physical persons and legal entities as suppliers of articles and services to the extent feasible for the performance of a contract when the bids of such suppliers are competitive and constitute the best value.

5. The United States Executive Agent shall regularly report to the Czech Executive Agent on the progress of the construction activities and shall enable representatives of the Czech Executive Agent full access to such works in order to observe that the construction is in conformity with the design. If the Czech Executive Agent determines that the construction deviates from the design, the Executive Agents shall immediately consult to resolve the issue.

6. Disagreements concerning planned or ongoing construction that cannot be resolved between the Executive Agents may be addressed in accordance with Article XVII of this Agreement. At the request of the Czech Executive Agent, further work on that portion of a construction project that is the subject of such a disagreement shall be temporarily suspended pending prompt resolution of such disagreement.

7. The Parties shall cooperate on the long-term planning of the use and development of the land areas surrounding the radar site, in order to ensure long-term undisturbed implementation of this Agreement.

8. The Czech Republic shall ensure that use of the airspace above and surrounding the radar site, and the use of the land areas surrounding the radar site, is consistent with operation of the radar site. The airspace above and surrounding the radar site, the land areas surrounding the radar site, and procedures to enable emergency flights in the vicinity of the radar site shall be defined in an implementing arrangement.

Article VIII
Property Ownership

1. All buildings, non-relocatable structures and assemblies connected to the soil in the radar site area, including those used, altered or improved by United States forces, remain the property of the Czech Republic. All such structures constructed by the United States forces become the property of the Czech Republic, once constructed, and the United States forces are authorized to modify and use such structures.

2. Upon the termination of this Agreement, or when no longer needed by the United States, the United States forces shall return to the Czech Republic the radar site, or any portion thereof, and any non-relocatable structures and assemblies connected to the soil. The radar site shall be returned in a serviceable condition consistent with its ordinary use, with the understanding that the United States shall not be required to expend additional funds to effect upgrades or repairs. Environmental aspects of the return of the radar site shall be governed by Article XV of this Agreement. The Parties or their Executive Agents shall consult regarding the terms of return of the radar site in accordance with the CR-US SOFA.

3. The United States forces and United States contractors shall retain title to all equipment, materiel, supplies, relocatable structures, fixtures and other movable property and fixtures they have installed, imported into or acquired within the territory of the Czech Republic in connection with this Agreement. This provision is without prejudice to the right of the competent authorities of the Czech Republic to effect forfeiture or seizure of property of United States contractors in the exercise of their criminal or administrative jurisdiction.

4. The Czech Republic and the United States may consult regarding the possible transfer or purchase of equipment determined to be excess, as may be authorized by United States law.

Article IX

Radar Site Management

1. The United States Executive Agent or its designee shall direct and administer the construction, maintenance, and operation of the radar site. The United States Executive Agent or its designee shall, within thirty (30) days of entry into force of this Agreement, identify a representative of the United States Armed Forces (hereafter referred to as the “U.S. Commander”) who shall be the United States single point of contact regarding day-to-day activities under this Agreement.

2. The Czech Executive Agent shall, within thirty (30) days of entry into force of this Agreement, identify a representative of the Armed Forces of the Czech Republic (hereafter referred to as the “Czech Commander”) who shall be the Czech single point of contact regarding day-to-day activities under this Agreement. The Czech Commander may have an appropriately sized staff, which may vary depending on circumstances and events, as agreed by the U.S and Czech Commanders. The Czech Commander and the Czech Commander’s staff shall have an office at the radar site, and the United States shall provide them access within the radar site to facilitate their mission, consistent with safety and security measures.

Article X

Ballistic Missile Defense Command and Control

1. The United States shall have exclusive command and control over ballistic missile defense operations.

2. The United States shall provide to the Czech Republic situational awareness of ballistic missile defense operations and, through the points of contact appointed under Article IX of this Agreement, shall promptly inform the Czech Republic about engagements of the ballistic missile defense system related to the North Atlantic area.

3. The Czech Republic and the United States shall consult regularly concerning the United States ballistic missile defense system as it relates to the North Atlantic area.
4. The Czech Republic may, in a timely and substantive manner, take part in the development and review of United States execution plans for the North Atlantic area. The Parties shall establish working groups for this purpose.
5. The Czech Republic may take part in establishing guidelines for routine peacetime operation of the radar.
6. In operating the ballistic missile defense facilities in the territory of the Czech Republic, the United States shall provide on-line communication of information in order to provide situational awareness of the operation of the radar and European ground-based interceptors to the Czech Executive Agent.
7. The United States shall provide on-line communication with appropriate air traffic control authorities of the Czech Republic.
8. The United States shall keep the Czech Republic informed about the continuing development of the global ballistic missile defense system.
9. The United States shall enable the participation of members of the Armed Forces of the Czech Republic or of its civilian component in the operation of the radar for the purpose of gaining insight into and knowledge of the functioning of the ballistic missile defense system. Such involvement of Czech experts will facilitate future informed decisions on the continued participation of the Czech Republic in the United States ballistic missile defense program, including the development and analysis of options for extending the United States ballistic missile defense system to make missile defense capabilities available to the Czech Republic.

10. The details and modalities of the activities described in paragraph 9 above shall be specified in an implementing arrangement.

11. To enable close cooperation in ballistic missile defense between the Czech Republic and the United States, timely exchange of relevant information on its functioning and development, as well as in the interest of reinforcement of mutual confidence, the United States shall enable the Czech Republic to send its liaison officers to the Missile Defense Agency and to the Missile Defense Integration Operations Center in Colorado Springs.

Article XI

Financial Responsibilities

1. The United States shall be responsible for the cost of construction, maintenance, and operation of the radar site and for the cost of carrying out its obligations under this Agreement, except as may be otherwise agreed.

2. The Czech Republic shall be responsible for the cost of carrying out its obligations under this Agreement, except as may be otherwise agreed.

3. If, in connection with the construction and operation of the radar site, it becomes necessary to construct or modify premises, facilities, roads, utilities, communications or other infrastructure located outside the radar site but directly associated with it and used both by the Czech Republic and the United States, the costs shall be divided between the Czech Republic and the United States by mutual agreement, with due regard to the respective shares of the Parties in their use.

Article XII

Controlled Unclassified Information

1. Except as authorized in writing by the originating Party, controlled unclassified information provided or generated pursuant to this Agreement shall be controlled as follows:
 - a. Such information shall be used only for the purposes authorized by the originating Party.
 - b. Access to such information shall be limited to personnel whose access is necessary for authorized use.
 - c. The recipient shall not release controlled unclassified information to any third party without the prior written consent of the originating Party.
 - d. Each Party shall take all lawful steps, which may include national classification, to keep controlled unclassified information free from further disclosure (including requests under any applicable domestic legislation), except as provided in subparagraph 1(b) above, unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may have to be further disclosed under any applicable domestic legislation, immediate notification shall be given to the originating Party.
2. To assist in providing the appropriate controls, the originating Party shall ensure that controlled unclassified information is appropriately marked.
3. All information subject to disclosure and use restrictions with respect to intellectual property rights shall be identified and appropriately marked, and such information shall be handled as controlled unclassified information or as classified information, depending on its security classification.
4. The provisions of this Agreement are not intended to supersede any existing international agreements applicable to the Parties regarding communication of technical

material or intellectual property rights, including the NATO Technical Information Agreement.

5. Prior to authorizing the release of controlled unclassified information to either Party's contractors, the Parties shall ensure that such contractors are legally bound to control such information in accordance with this Article, and in accordance with the applicable Party's export controls and regulations.

Article XIII
Classified Information

All classified information provided or generated pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with the GSOMIA, except that NATO-classified information shall be handled in accordance with the NATO Security of Information Agreement.

Article XIV
Radar Site Security

1. The Czech Republic shall be responsible for ensuring adequate external security and protection of the radar site.

2. To facilitate adequate external security and protection of the radar site, the Czech Executive Agent shall prepare an external security plan and consult on it with the United States Executive Agent.

3. The United States shall be responsible for internal security and maintenance of order at the radar site, including but not limited to access (entry and exit) to the radar site, and installation and maintenance of fences and other means of protection.

4. To ensure internal security, the United States may take all appropriate measures to ensure the maintenance of order and security on the radar site, including conducting checks on persons and items carried by them to or from the radar site, and on vehicles entering and leaving the radar site.

5. With a view to satisfying the Parties' responsibilities referred to in this Article, or in order to meet unforeseen situations, either of the Parties may request the assistance of the other Party.

6. The Czech Republic shall, in cooperation with the United States, execute the Czech Republic's primary responsibility for the protection and security of ballistic missile defense assets during transport within the territory of the Czech Republic outside of the radar site.

7. The Parties shall enter into implementing arrangements to establish procedures for the timely exchange of intelligence and counter-intelligence information regarding any threats to the radar site.

Article XV

Protection of the Environment

1. The Parties agree to implement this Agreement in a manner consistent with the protection of the natural environment and human health and safety. The United States shall respect relevant environmental, health, and safety law of the Czech Republic as well as applicable NATO Standardization Agreements. The Czech Republic shall implement its environmental, health, and safety law with due regard for the health and safety of United States forces, United States contractors, United States contractor employees, and dependents.

2. The Parties agree to pursue a preventive rather than reactive approach to environmental protection. This is particularly appropriate for locations with no record of prior uses or activities indicating pre-existing contamination caused by previously acceptable practices and

where the construction of a new facility built to current environmental and construction standards will prevent future contamination. To this end, the Parties shall cooperate to ensure problems that may arise are dealt with immediately in order to prevent any lasting damage to the environment or endangerment of human health and safety. The Parties recognize that the policies and practices of the United States are designed to avoid such damage and endangerment and to apply the more protective of either Czech or United States standards.

3. The United States, in conducting activities under this Agreement, shall be responsible for environmental contamination caused by the United States at the radar site, including adjacent areas, for hazardous wastes, hazardous materials, and non-hazardous wastes introduced into the Czech Republic by the United States, and for significant changes to the ambient environment not authorized under this Agreement. The United States shall not be responsible for the release, or its effects, of any pre-existing contamination, hazardous wastes, hazardous materials, or non-hazardous wastes. Prior to leaving the radar site, the United States shall provide timely removal and disposal of all known hazardous wastes, hazardous materials, and non-hazardous wastes introduced at the radar site.

4. Prior to initial use, the United States shall prepare an environmental baseline study for the radar site. The Czech Republic shall provide available information concerning the radar site and otherwise cooperate to enable the United States to prepare a mutually agreed and accurate study of the condition of the radar site. The study shall describe the current uses, existing contamination, and restoration actions, existing information on storage, release, and disposal of hazardous substances, the presence of protected species and cultural assets, and the current state of the ambient environment (for example, biota, soil, water, and air). Prior to return of the radar site to the Czech Republic, a similar mutually agreed study shall be prepared noting significant changes to the ambient environment as well as any required remediation.

5. The Czech Republic shall be responsible for pre-existing environmental contamination at the radar site and any environmental contamination introduced by it subsequent to the effective date of this Agreement. The Czech Republic shall provide timely removal and

disposal of pre-existing hazardous wastes, hazardous materials, and non-hazardous wastes at the radar site, as well as any hazardous wastes, hazardous materials, and non-hazardous wastes introduced by it at the radar site subsequent to the effective date of this Agreement. The Czech Republic shall remove or dispose of unexploded ordnance found at the radar site in a timely manner.

6. The Parties shall fully cooperate in exchanging all relevant existing information concerning environmental and health protection, including the impact of the electromagnetic spectrum. The United States shall provide to the Czech Republic data and information in its possession and allow the competent authorities of the Czech Republic to carry out regular measurements and observations at the radar site that are necessary to enable the Czech Republic to manage its environmental programs, monitor the current condition of the environment, and monitor implementation of environmental, health, and safety standards.

7. Should the monitoring or observations of the competent authorities of the Czech Republic indicate any apparent violations of applicable environmental, health, or safety standards by or due to the activities of the United States in the Czech Republic, the Czech Republic shall inform the United States of such apparent violation. The United States shall advise the Czech Republic as to what corrective measures it intends to take. The Czech Republic will then advise the United States if it does not believe the proposed corrective measures are sufficient. If the United States does not agree that there appears to be a violation or the Parties cannot agree on the necessary corrective measures, the Parties shall consult to resolve the disagreement.

8. The Czech Republic shall promptly undertake to inform the United States about potential environmental, health, and safety emergencies arising from sources other than the United States that may affect the health and welfare of members of the force, the civilian component, United States contractors, United States contractor employees, and dependents, or its authorized activities, and take prompt action to respond to such emergencies. The United States shall promptly undertake to inform the Czech Republic about potential environmental,

health, and safety emergencies arising from its activities within the Czech Republic and take prompt action to respond to such emergencies.

9. As may be necessary for the environmentally sound management of hazardous wastes, United States forces shall provide to the Ministry of Environment of the Czech Republic all information required under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, done at Basel on March 22, 1989 (the “Basel Convention”), to which the Czech Republic is a Party, for the transboundary movement of hazardous wastes. The Ministry of Environment of the Czech Republic acts as the competent authority for the purpose of required notifications or implementing agreements under the Basel Convention.

Article XVI

Claims

1. Claims shall be handled in accordance with the CR-US SOFA and Article VIII of the NATO SOFA.

2. The Parties shall agree on the most appropriate way to handle any claim that may arise that is not covered by the CR-US SOFA and NATO SOFA, in accordance with their respective national laws. The Czech Republic will not take responsibility for any damage caused by elements of the United States ballistic missile defense system, assuming such damage is not the result of actions or negligence by the Czech Republic.

3. In implementing this Article, the Parties shall, at the request of either Party, meet with the aim of reaching a mutually agreeable, fair, and just resolution of claims in a timely manner, given the circumstances and the respective obligations of the Parties.

Article XVII

Implementation and Disputes

1. The obligations of the Parties under this Agreement shall be subject to the availability of funds appropriated for such purposes. If funds to fulfill the obligations under this Agreement are not appropriated by the competent authorities of a Party, that Party shall notify the other Party and the Parties shall meet to reach agreement on a mutually acceptable way to address the resulting situation. This paragraph is without prejudice to any obligations of the Parties arising pursuant to other international agreements, including the NATO SOFA and the CR-US SOFA. In contracts entered into by the United States for construction of the radar site, the United States shall include, in the event of termination of the contract, requirements consistent with the obligations of the United States pursuant to Article XV of this Agreement.
2. As appropriate, the Parties or their Executive Agents or designees may enter into implementing arrangements to carry out the provisions of this Agreement. Such implementing arrangements shall be made in writing and their provisions shall be consistent with the provisions of this Agreement.
3. Any disputes between the Parties regarding the interpretation or application of this Agreement shall be settled by negotiation between them without recourse to any outside jurisdiction, unless otherwise expressly agreed between the Parties.

Article XVIII

Entry into Force, Amendment, and Duration

1. This Agreement is concluded for an indefinite period and shall enter into force thirty days following the date of the later of the written notifications by which the Parties inform each other that all their internal procedures necessary for the entry into force of this Agreement have been fulfilled.

2. This Agreement may be amended by written agreement of the Parties.

3. This Agreement may be terminated by either Party one year after the date of delivery of a written notice to the other Party through diplomatic channels. The United States shall have twelve months after the termination of this Agreement to complete withdrawal of its personnel, equipment, and materiel that are present on the territory of the Czech Republic by virtue of this Agreement. The CR-US SOFA and this Agreement, with the exception of Articles II and X of this Agreement, shall continue to apply during the period of withdrawal. Unless otherwise expressly agreed by the Parties, the radar may not be activated during the period of withdrawal.

IN WITNESS WHEREOF, the undersigned, being duly authorized have signed this Agreement.

DONE at _____, this _____ day of _____, in duplicate, in the Czech and English languages, both texts being equally authentic.

FOR THE CZECH REPUBLIC:

FOR THE UNITED STATES
OF AMERICA: