DEFENSE

Status of Forces

Agreement Between the
UNITED STATES OF AMERICA
and ANTIGUA AND BARBUDA

Signed at Washington March 12, 2014

Entered into force January 24, 2020
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.”
AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
ANTIGUA AND BARBUDA
REGARDING
THE STATUS OF UNITED STATES FORCES
IN ANTIGUA AND BARBUDA

The United States of America (hereinafter “the United States”) and Antigua and Barbuda, hereinafter collectively referred to as “the Parties” and singularly as a “Party,” recognizing the respective constitutional authorities of both Parties, agree as follows:

ARTICLE I
Definitions

1. “United States personnel” means members of the United States Armed Forces and civilian employees of the United States Department of Defense.

2. “United States contractors” means non-Antigua and Barbuda companies and firms, and their employees who are not nationals of Antigua and Barbuda, under contract to the United States Department of Defense.

ARTICLE II
Scope

This Agreement shall apply with regard to the temporary presence of United States personnel and United States contractors in Antigua and Barbuda in connection with activities as mutually agreed, including, for example, ship visits, training, exercises, humanitarian activities, and other activities as mutually agreed.
ARTICLE III
Privileges, Exemptions, and Immunities

United States personnel shall be accorded the privileges, exemptions, and immunities equivalent to those specified for members of the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations of April 18, 1961.

ARTICLE IV
Entry, Exit, and Travel Documentation

United States personnel may enter and exit Antigua and Barbuda with United States identification and with collective movement or individual travel orders.

ARTICLE V
Licenses and Permits

1. Antigua and Barbuda shall accept as valid all professional licenses issued by the United States, its political subdivisions, or States thereof to United States personnel for the provision of services to authorized personnel.

2. Antigua and Barbuda authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles.

ARTICLE VI
Uniforms and Weapons

United States personnel shall be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders. In issuing such orders, the United States Armed Forces authorities intend to consult with the appropriate authorities of Antigua and Barbuda.

ARTICLE VII
Exercise of Jurisdiction

Antigua and Barbuda recognizes the particular importance of disciplinary control by United States Armed Forces authorities over United States personnel and, therefore, authorizes the United States to exercise criminal jurisdiction over United States personnel while in Antigua and Barbuda. The competent authorities of the United States Armed Forces shall inform the appropriate authorities of Antigua and Barbuda of the disposition of cases where the United States exercises jurisdiction.
ARTICLE VIII
Taxation

1. The United States Department of Defense and United States personnel shall not be liable to pay any tax or similar charge assessed within Antigua and Barbuda.

2. The United States Department of Defense and United States personnel may import into, export out of, and use in Antigua and Barbuda any personal property, equipment, supplies, materiel, technology, training, or services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within Antigua and Barbuda. Such importation and exportation shall be coordinated, as appropriate, with the competent authorities of Antigua and Barbuda.

ARTICLE IX
Security

The Parties shall cooperate to take such measures as may be necessary to ensure the security and protection of United States personnel, property, equipment, records, and official information in Antigua and Barbuda.

ARTICLE X
Vessels, Vehicles, and Aircraft

1. Vessels and vehicles operated by or, at the time, exclusively for the United States Department of Defense may enter, exit, and move freely within the territory of Antigua and Barbuda, and such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls.

2. Vessels and aircraft owned or operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to the payment of landing, parking, or port fees, pilotage charges, lighterage, and harbor dues at facilities owned and operated by the Government of Antigua and Barbuda.

3. Aircraft owned or operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to payment of navigation, overflight, terminal or similar charges when in the territory of Antigua and Barbuda.

4. The United States Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Antigua and Barbuda Defence Force.
5. Aircraft and vessels of the United States Government shall be free from boarding and inspection.

ARTICLE XI
Contracting and Contractors

1. The United States Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in Antigua and Barbuda without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment or services. Such contracts shall be solicited, awarded, and administered in accordance with the laws and regulations of the United States.

2. Acquisition of articles and services in Antigua and Barbuda by or on behalf of the United States Department of Defense in connection with activities under this Agreement shall not be subject to any taxes or similar charges in Antigua and Barbuda.

3. United States contractors shall not be liable to pay any tax or similar charge assessed within Antigua and Barbuda in connection with activities under this Agreement. Such contractors may import into, export out of, and use in Antigua and Barbuda any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with the United States Department of Defense in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within Antigua and Barbuda. The property, equipment, supplies, materiel, and technology imported by United States contractors under this Agreement shall not ordinarily be disposed of in Antigua and Barbuda, except as authorized by the appropriate authorities of the Government of Antigua and Barbuda.

4. United States contractors shall be granted the same treatment as United States personnel with respect to professional and drivers' licenses.

ARTICLE XII
Movement and Transportation

United States personnel shall have freedom of movement and access to and use of mutually agreed transportation, storage, training, and other facilities required in connection with activities under this Agreement.
ARTICLE XIII
Telecommunications

Antigua and Barbuda recognizes that it may be necessary for the United States Armed Forces to use the radio spectrum. The United States Department of Defense shall be allowed to operate its own telecommunication systems (as telecommunication is defined in the 1992 Constitution and Convention of the International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio spectrum for this purpose. Use of the radio spectrum shall be free of cost to the United States.

ARTICLE XIV
Claims

1. The Parties waive any and all claims (other than contractual claims) against each other for damage to, loss of, or destruction of each other's property or injury to or death of personnel of either Party's armed forces or their civilian personnel arising out of the performance of their official duties in connection with activities under this Agreement.

2. Claims by third parties for damages or loss caused by United States personnel shall be resolved by the United States Government in accordance with United States laws and regulations. Except where settlement is accepted in full satisfaction, a claimant is not precluded from pursuing such remedies against United States personnel as local law provides, subject to Article III of this Agreement.

ARTICLE XV
Implementing arrangements

The Parties, or their designated representatives, may enter into implementing arrangements to carry out the provisions of this Agreement.

ARTICLE XVI
Entry into force, amendment, and duration

1. This Agreement shall enter into force on the date of the last note exchanged between the Parties, through diplomatic channels, indicating that their respective internal requirements for entry into force of the Agreement have been satisfied.

2. This Agreement may be amended by written agreement of the Parties through exchange of diplomatic notes.
3. This Agreement shall continue in force unless terminated by either Party on at least one year's written notice, through diplomatic channels, to the other Party.

4. Termination of this Agreement shall not affect the programs and activities already in progress under this Agreement, unless agreed otherwise by the Parties.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Washington, in duplicate, this 12th day of March, 2014.

FOR THE UNITED STATES OF AMERICA:

[Signature]

FOR ANTIGUA AND BARBUDA:

[Signature]