

# **Supplemental Agreement for Cooperation and Technical Assistance in Defense and Security Between the Governments of The United States of America and the Republic of Colombia**

03/11/2009

## **Table of Contents**

Preamble	
Article I	Definitions
Article II	Bilateral Defense and Security Consultations
Article III	Goal of Cooperation and Technical Assistance in Defense and Security
Article IV	Access, Use, and Ownership of Agreed Facilities and Locations
Article V	Aircraft Entrance and Overflight Authorization Procedures
Article VI	Payment of Fees and Other Charges
Article VII	Respect for Domestic Law
Article VIII	Status of Personnel
Article IX	Entry, Exit, and Travel Documentation
Article X	Importation, Exportation, Acquisition, and Use of Goods and Funds
Article XI	Construction
Article XII	Contracting and Contractors
Article XIII	Utilities
Article XIV	Administrative Facilitation
Article XV	Uniforms and Weapons
Article XVI	Security
Article XVII	Vehicle Licenses, Registration, Insurance, and Professional Licenses
Article XVIII	Tax Treatment
Article XIX	Claims
Article XX	Postal Services and Communications
Article XXI	Environment, Health, and Safety
Article XXII	Facilitation of Aircraft Riders
Article XXIII	Implementation, Evaluation and Amendment
Article XXIV	Resolution of Disagreements
Article XXV	Entry into Force and Duration

## **Preamble**

The Government of the United States of America (the “United States”) and the Government of the Republic of Colombia (“Colombia”), hereinafter referred to as the “Parties” or the “Party,” as applicable:

In the framework of the *Military Assistance Agreement between the United States of America and the Republic of Colombia*, signed at Bogota on April 17, 1952 (the “1952

Agreement”); the *Vienna Convention on Diplomatic Relations*, done at Vienna on April 18, 1961 (the “Vienna Convention”); *General Agreement for Economic, Technical, and Related Assistance between the Government of the United States of America and the Government of Colombia*, signed at Bogota on July 23, 1962 (the “1962 Agreement”); the *Agreement between the Government of the United States of America and the Government of the Republic of Colombia concerning an Army Mission, a Naval Mission, and an Air Force Mission of the United States of America Armed Forces in the Republic of Colombia*, signed at Bogota on October 7, 1974 (the “1974 Military Missions Agreement”); the **United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances**, done at Vienna on December 20, 1988; the *United Nations Convention against Transnational Organized Crime*, done at New York on November 15, 2000; the conventions on the fight against terrorist activities signed within the framework of the United Nations and the Organization of American States, to which both states are party; United Nations Security Council Resolution 1373 (2001); the Inter-American Democratic Charter of 2001; and the Democratic Security and Defense Policy of the Republic of Colombia;

Taking into account the *Declaration of Cartagena*, concerning the production of, trafficking in and demand for illicit drugs, signed at Cartagena on February 15, 1990 and the *Declaration of San Antonio*, concerning regional cooperation in the global fight against drugs and related crimes, signed at San Antonio on February 27, 1992;

Observing that the *Annex to the General Agreement for Economic, Technical, and Related Assistance between the Government of the United States of America and the Government of the Republic of Colombia*, signed at Bogota on August 30, 2004, establishes a bilateral narcotics control program, including a comprehensive program to counter drug trafficking, terrorist activities, and other threats to the national security of Colombia;

Pursuant to the *Memorandum of Understanding for a Strategic Security Relationship to Promote Cooperation between the Governments of the United States of America and the Republic of Colombia*, signed at Bogota on March 14, 2007;

Taking into account the *Agreement between the Government of the United States of America and the Republic of Colombia to Suppress Illicit Traffic by Sea* (known as the “Maritime Interdiction Agreement”), signed at Bogota on February 20, 1997, and the *Agreement between the Government of the United States of America and the Republic of Colombia Concerning the Program for the Suppression of Illicit Aerial Traffic in Narcotic Drugs and Psychotropic Substances (“Air Bridge Denial”)* signed at Bogota on December 20, 2007;

Noting the record of bilateral cooperation as well as the importance of promoting and facilitating regional cooperation to counteract persistent threats to peace and stability, such as terrorism, the global drug problem, organized transnational crime, and the proliferation of small and light weapons;

Recognizing the need to strengthen the strategic security relationship between the Parties, foster closer bilateral defense and security cooperation, and address common threats to peace, stability, freedom, and democracy;

Affirming that such cooperation is based upon full respect for the sovereignty of each Party

and the principles and purposes of the United Nations Charter;

Noting the continuing work of the United States-Colombia Defense Bilateral Working Group (BWG) and its Steering Group over the past several years, which serves as a general framework to guide cooperation between the Parties;

Desiring to conclude an agreement that strengthens cooperation and technical assistance in defense and security between the Parties; and

Recognizing the importance of strengthening the interoperability of the Armed Forces of Colombia by increasing their capacity to cooperate bilaterally or multilaterally with other military forces;

Have agreed as follows:

## **Article I**

### **Definitions**

For purposes of this Agreement:

- (a) "Civilian personnel" means civilian employees of or persons formally assigned to the United States Department of Defense who are in Colombia to carry out activities within the framework of this Agreement, and civilian employees of other United States Government departments and agencies who are in Colombia in direct support of a United States Department of Defense mission to carry out activities within the framework of this Agreement.
- (b) "Military personnel" means members of the United States Armed Forces who are in Colombia to carry out activities within the framework of this Agreement.
- (c) "United States personnel" means the United States military personnel and civilian personnel who are in Colombia to carry out activities within the framework of this Agreement.
- (d) "United States contractors" means natural persons or legal entities that have entered into a contract with the United States Department of Defense to provide goods and services in order to carry out activities within the framework of this Agreement.
- (e) "United States contractor employees" means individuals who are employed by a United States contractor, who are located in Colombia in connection with activities within the framework of this Agreement.
- (f) "Aircraft riders" means representatives of Colombia or of third-party States who, once authorized by Colombia and by invitation from the United States, participate in aerial missions carried out within the framework of this Agreement.
- (g) "Agreed facilities and locations" means those sites, installations, and infrastructure to which the United States is authorized access and use by Colombia in connection with activities carried out within the framework of this Agreement.
- (h) "Executive Agents" means the Ministry of Defense of Colombia and the Department of

Defense of the United States.

(i) "Dependents" means the spouses of United States personnel, or the children of such personnel depending on them for support, as well as persons who for legal, financial, or health reasons are dependent upon United States personnel, are supported by them, who reside with such personnel, and who are present in the territory of Colombia under United States Department of Defense travel orders authorizing their presence in Colombia in connection with activities carried out within the framework of this Agreement.

(j) "Goods" means, among other things, the products, equipment, materials, supplies and other personal property related to this Agreement.

(k) "State aircraft of the United States" means an aircraft designated as such by the United States to the Colombian authorities, carrying out mutually agreed activities within the framework of this Agreement.

(l) "State vessel of the United States" means a vessel designated as such by the United States to the Colombian authorities, carrying out mutually agreed activities within the framework of this Agreement.

## **Article II**

### **Bilateral Defense and Security Consultations**

The Parties agree to continue bilateral defense and security consultations through the United States-Colombia Defense Bilateral Working Group to further the strategic relationship between the Parties.

## **Article III**

### **Goal of Cooperation and Technical Assistance in Defense and Security**

1. In the spirit of the Preamble of this Agreement, and in accordance with the pertinent bilateral and multilateral agreements to which the United States and Colombia are parties, in particular those relating to counter-narcotics and counter-terrorism, and in conformity with the national legislation of each Party, the Parties agree to deepen their cooperation in areas such as interoperability, joint procedures, logistics and equipment, training and instruction, intelligence exchanges, surveillance and reconnaissance capabilities, combined exercises, and other mutually agreed activities, in order to address common threats to peace, stability, freedom, and democracy.

2. The aforementioned mutually agreed activities shall require authorization by and coordination with the appropriate Colombian authorities who may undertake corresponding follow-up measures. The information derived from such activities shall be shared by the Parties in accordance with existing and future Agreements. These mutually agreed activities shall not exceed the provisions established in bilateral and multilateral cooperation agreements signed by the Parties, and shall respect Colombian regulations. To that end, the Parties may enter into one or more implementing arrangements establishing a swift and efficient mechanism for the authorization, coordination, and follow-

up appropriate to the nature of the activities.

3. The Parties agree to strengthen and support regional and global cooperation initiatives in order to achieve the ends of this Agreement.

4. The Parties shall comply with their obligations under this Agreement in a manner consistent with the principles of sovereign equality, territorial integrity of States, and non-intervention in the internal affairs of other States.

5. The Parties, through their Executive Agents, intend to enter into an implementing arrangement that establishes the guidelines and characteristics of cooperation that the United States may grant to Colombia to improve its capabilities to carry out activities within the framework of this Agreement.

#### **Article IV**

##### **Access, Use, and Ownership of Agreed Facilities and Locations**

1. The Government of Colombia, consistent with its domestic law, shall cooperate with the United States to carry out mutually agreed activities within the framework of this Agreement by continuing to allow access to and use of its facilities at: Germán Olano Moreno Air Base, Palanquero; Alberto Pawells Rodríguez Air Base, Malambo; Tolemaida Military Fort, Nilo; Larandia Military Fort, Florencia; Capitán Luis Fernando Gómez Niño Air Base, Apiay; ARC Bolívar Naval Base in Cartagena; and ARC Málaga Naval Base in Bahía Málaga; and by allowing access to and use of other facilities and locations as may be agreed by the Parties or their Executive Agents. To that end, the Executive Agents shall establish a coordinating mechanism that authorizes the number and category of the persons (United States personnel, United States contractors, United States contractor employees, and aircraft riders), and the type and quantity of equipment, so as not to exceed the capacity of the agreed facilities and locations.

2. The authorities of Colombia shall, without rental or similar costs to the United States, allow access to and use of the agreed facilities and locations, and easements and rights of way, owned by Colombia that are necessary to support activities carried out within the framework of this Agreement, including agreed construction. The United States shall cover all necessary operations and maintenance expenses associated with its use of agreed facilities and locations.

3. United States personnel, United States contractors, and United States contractor employees shall have access to and the ability to move freely within and among mutually agreed facilities and locations required in connection with activities carried out within the framework of this Agreement. The foregoing is without prejudice to the provisions of paragraph 5 of this Article.

4. Buildings, non-relocatable structures, and assemblies constructed by the United States shall be for the use of the United States, unless otherwise agreed by the Parties or their Executive Agents, until turned over to Colombia in accordance with paragraph 7 of this Article.

5. To implement the terms of paragraphs 1 through 4 of this Article, the Parties, through their Executive Agents, intend to conclude one or more implementing arrangements

establishing the security protocols and the terms and conditions for access to such facilities and locations, and to the buildings, non-relocatable structures, and assemblies constructed by the United States for its use.

6. Colombia shall retain the right of ownership and title to agreed facilities and locations, including buildings, non-relocatable structures, and assemblies connected to the soil.

7. At the termination of use of any agreed facility or location, or a portion thereof, including those constructed, improved, modified, or repaired in connection with this Agreement, the United States shall turn over such facilities to Colombia in "as is" condition. The United States shall incur no expense for such turn over. The United States shall not be obliged to remove any facilities, buildings, or improvements thereto that have been constructed with its own funds, unless such an obligation was agreed to at the time of construction. The Parties or their Executive Agents shall consult each other regarding the terms of return of any agreed facility or location, including, where necessary, consultations regarding the possible compensation for improvements or construction.

## **Article V**

### **Aircraft Entrance and Overflight Authorization Procedures**

1. State aircraft of the United States shall be authorized to enter Colombian territory consistent with Colombian law.

2. The Parties shall enter into an implementing arrangement that: establishes the procedures for entry, overflight, and landing; designates the international airports for entry and exit of the country; and establishes a mechanism for estimating the number of flights using international airports, consistent with Colombian law.

3. Each Party shall designate a point of contact to coordinate requests for entry, overflight, and landing for state aircraft of the United States operating within the framework of this Agreement.

4. When required, state aircraft of the United States carrying out mutually agreed activities in Colombian airspace shall have a Colombian aircraft rider on board in accordance with procedures mutually agreed by the Executive Agents. Aircraft rider duties and necessary qualifications shall be established in the implementing arrangement referred to in Article III of this Agreement.

## **Article VI**

### **Payment of Fees and Other Charges**

1. State aircraft of the United States, while in Colombian territory, shall not be subject to payment of fees, including for air navigation, overflight, landing, and ramp parking. The United States shall pay standard, established fees for services requested and received from commercial entities. Colombia shall make every effort to ensure such charges paid by the United States do not exceed those paid by the Colombian Armed Forces for services requested and received from commercial entities.

2. State vessels of the United States shall receive the same treatment and privileges as

warships and therefore shall not be subject to payment of signaling and harboring fees. The United States shall pay the established port fees charged by concessionaires for the services requested and received from commercial entities.

3. The United States shall certify to the Colombian authorities that the state aircraft and vessels of the United States that are in Colombia to carry out activities within the framework of this Agreement meet applicable international standards, including applicable environmental, health, sanitary, and safety standards.

4. Consistent with customary international law and practice, state aircraft and state vessels of the United States shall be exempt from boarding and inspection.

5. Subject to the availability of funds, in the framework of bilateral cooperation and in conformity with Article IV of the 1952 Agreement, Colombia shall pay the costs of vehicular tolls on roads not subject to concession and the state component of tolls on roads subject to concession, for the use of infrastructure by the United States while carrying out activities within the framework of this Agreement. The Parties intend to enter into an implementing arrangement to ensure the expeditious movement of vehicles through toll collection points on roads.

## **Article VII**

### **Respect for Domestic Law**

United States personnel and their dependents shall respect Colombian laws and shall abstain from any activity incompatible with such laws and this Agreement. The United States shall brief United States personnel and their dependents regarding applicable Colombian laws, practice, and customs.

## **Article VIII**

### **Status of Personnel**

1. In accordance with Articles 5 and 11 of the 1974 Military Missions Agreement, Colombia shall grant United States personnel and their dependents the privileges, exemptions, and immunities accorded to the administrative and technical staff of a diplomatic mission under the Vienna Convention.

2. With regard to Colombian military personnel present in the United States to carry out activities related to bilateral cooperation within the framework of this Agreement, the Parties reaffirm that the provisions of Article V of the 1952 Agreement remain in force. The United States shall extend to the aforementioned Colombian military personnel courtesies ordinarily available to United States military personnel of similar rank, to the maximum extent permitted by United States law.

3. Pursuant to paragraph 1 of this Article, Colombia shall guarantee that its authorities verify, as promptly as possible, the immunity status of United States personnel and their dependents who are suspected of criminal activity in Colombia and hand them over as promptly as possible to the appropriate United States diplomatic or military authorities. For its part, the United States shall undertake all necessary steps to ensure that United States personnel and their dependents covered by this paragraph are investigated, with the

cooperation of the Colombian authorities, for crimes allegedly committed in Colombian territory, and, if warranted, are prosecuted to the fullest extent of the law. Additionally, the United States shall keep Colombian authorities periodically apprised of, and shall respond, within its abilities, to the requests of Colombian authorities concerning the status of investigations and prosecutions carried out against United States personnel or their dependents who have allegedly committed crimes in Colombian territory, and shall apprise Colombian authorities of the final disposition of the investigations or prosecutions.

4. Colombia recognizes the importance of disciplinary control by the United States Armed Forces authorities over United States military personnel. In accordance with Article 12 of the 1974 Military Missions Agreement, the United States may exercise disciplinary authority over United States military personnel in Colombia.

5. The appropriate authorities of the United States shall give sympathetic consideration to a request for a waiver of immunity in cases that the authorities of Colombia consider to be of particular importance.

6. The Parties shall assist each other, consistent with existing agreements, in conducting investigations into criminal offenses allegedly committed by United States personnel or their dependents who are in Colombia pursuant to this Agreement. The Parties shall seek to establish and strengthen procedures for such mutual assistance, including, as appropriate, through additional agreements.

7. Considering that United States personnel and their dependents are granted preferential service visas by Colombia, they shall be exempt from obtaining work or residence permits for activities carried out within the framework of this Agreement.

## **Article IX**

### **Entry, Exit, and Travel Documentation**

1. Colombian authorities shall permit United States personnel to enter Colombia and stay up to 90 days, unless otherwise mutually agreed, for the activities carried out within the framework of this Agreement. In this respect, United States personnel shall register their entries into and exits from the Colombian territory, with the proper identification (military or civilian) issued by the United States, and without the requirement of a passport or visa. Civilian personnel and dependents who are not United States passport holders may enter with a courtesy visa.

2. The Colombian authorities shall permit United States contractors and United States contractor employees to enter Colombia and stay up to 90 days, unless otherwise mutually agreed, for the activities carried out within the framework of this Agreement. To this end, when entering or exiting Colombian territory, United States contractors and United States contractor employees must present their passport when registering with immigration.

3. The Colombian authorities shall facilitate immigration procedures for the prompt entry and exit of United States personnel, their dependents, United States contractors, United States contractor employees, and aircraft riders arriving in or departing from Colombia for activities carried out within the framework of this Agreement.

4. To accomplish the provisions of this Article, the Parties intend to conclude an



implementing arrangement to define: the characteristics of identification documents; the expedited immigration procedures for United States citizens; the criteria for entry of third country nationals; ports of entry and exit; the terms for obtaining the corresponding visa; the necessary parameters to effect registry and immigration control; and conditions to extend the stay of United States citizens beyond the established term. In no case shall stays exceed the limits established by Colombian immigration regulations for stays without a visa in the national territory.

5. United States personnel, dependents, United States contractors, United States contractor employees, and aircraft riders arriving in or departing from Colombia in connection with activities carried out within the framework of this Agreement shall be exempt from entry and exit fees or other departure taxes, unless they are using commercial airports.

## **Article X**

### **Importation, Exportation, Acquisition, and Use of Goods and Funds**

1. In accordance with paragraph 2 of Article IV of the 1952 Agreement, and paragraph (a) of Article IV of the 1962 Agreement, Colombia exempts the United States and United States contractors, except those Colombian citizens and foreigners with permanent residence in Colombia, from all fees, duties, taxes, and other charges otherwise leviable in Colombia on the importation into, and procurement and use of, goods in Colombia, and on funds utilized in Colombia in connection with activities carried out under the framework of this Agreement. Title to such goods shall remain with the United States, United States contractors, or other persons present in Colombia to carry out activities within the framework of this Agreement, as appropriate, and such goods may be transported out of Colombia at any time.
2. The United States shall file customs declarations for goods imported or exported for activities carried out within the framework of this Agreement. Such goods shall receive an automatic clearance, meaning they shall not be subject to inspection. This provision is without prejudice to the authority that the competent Colombian officials may exercise with prior coordination between the Parties through diplomatic channels.
3. Pursuant to paragraph 1 of Article VIII of this Agreement, the baggage, personal effects, products, and other property for the personal use of United States personnel and dependents imported into, used in, or exported from Colombia are exempt from import and export fees, duties, taxes, vehicle registration and licensing fees, and other charges otherwise leviable in Colombia. Such personal property may be transferred to other United States personnel and their dependents free from fees, duties, taxes, and other such charges. In case title to such property is transferred in Colombia to persons or entities who are not entitled to exemption from fees, duties, taxes, and other charges, such fees, duties, taxes, and other charges shall be payable in accordance with local laws and regulations by the persons receiving such personal property.
4. In accordance with paragraph (b) of Article IV of the 1962 Agreement, Colombia exempts United States personnel who are present in Colombia in connection with activities carried out within the framework of this Agreement from taxes on the purchase, ownership, use, and disposition of goods intended for their own use.

## **Article XI**

### **Construction**

1. New construction and major modifications at agreed facilities and locations shall require the consent of the Colombian Executive Agent. The authorities of Colombia authorize the United States, with due regard for existing and planned operations, to undertake minor repairs, improvements, modifications, and removals to meet requirements in connection with activities carried out within the framework of this Agreement.
2. Should local standards differ from United States standards, the Executive Agents shall consult with a view to adopting a practical resolution of the issue.
3. Based on paragraph 1 of this Article, and on technical plans and studies provided by the United States, the Colombian Executive Agent shall be responsible for facilitating the issuance of permits and/or licenses required by the appropriate authorities of Colombia. Taxes and other fees associated with the construction shall be assumed by Colombia.

## **Article XII**

### **Contracting and Contractors**

1. Respectful of Colombian law and in accordance with United States laws and regulations, the United States may award contracts for the acquisition of articles or services, including construction, in Colombia. The United States may award contracts to any source and may carry out construction works and other services with its own personnel. In accordance with United States policy of full and open competition in the contract solicitation process, the United States shall welcome offers from Colombian contractors or contractors resident in Colombia. United States contractors may employ United States nationals or nationals of other countries.
2. Contractual disputes shall be resolved by the arrangements set forth in the respective contracts. The United States shall urge United States contractors to acquire and maintain adequate insurance or other adequate guarantees to ensure payment of salaries, social benefits, and other benefits that may be afforded under Colombian law and regulations as a result of the execution of their contracts.
3. The United States shall urge United States contractors to acquire and maintain adequate insurance or other adequate safeguards necessary to meet claims for extra-contractual liability.
4. In any contract awarded in connection with activities carried out within the framework of this Agreement, the United States shall include language that informs the contractor that its past performance, which may include information from Colombia, will be considered prior to future contract awards in connection with activities carried out within the framework of this Agreement.

## **Article XIII**

### **Utilities**

The United States and United States contractors may use water, electricity, and other

public utilities and services for construction, improvement, and use of the agreed facilities and locations provided in connection with activities carried out within the framework of this Agreement. Each of the Colombian Armed Forces shall continue to be the title holder of its respective accounts and signatory for public services, and shall assume all of the taxes and other fees that may be charged. The United States and United States contractors shall pay only the cost of the public services they request and consume. The United States and United States contractors shall pay the same legally established rates as the Colombian military for utilities requested and received. The authorities of Colombia shall assist the United States Government authorities, upon request, in securing the provision of water, electricity, and other public utilities and services.

## **Article XIV**

### **Administrative Facilitation**

The United States, United States personnel, United States contractors, and United States contractor employees, acting in connection with activities carried out within the framework of this Agreement, shall receive from Colombian authorities all necessary cooperation with regard to the prompt processing of all administrative procedures.

## **Article XV**

### **Uniforms and Weapons**

1. United States personnel are authorized to wear uniforms in accordance with Article 8 of the 1974 Military Missions Agreement.
2. United States personnel may carry weapons for activities carried out within the framework of this Agreement in accordance with procedures agreed by the Executive Agents in an implementing arrangement and with due respect for Colombian law.

## **Article XVI**

### **Security**

The authorities of the United States and Colombia shall consult each other and take such steps as may be necessary to ensure the security of United States personnel, dependents, United States contractors, United States contractor employees, and United States property. The authorities of Colombia are responsible for the physical security of the agreed facilities and locations. The Executive Agents shall develop protocols and establish responsibilities for the security, access, and use of facilities and equipment for which the United States requires special security measures.

## **Article XVII**

### **Vehicle Licenses, Registration, Insurance and Professional Licenses**

1. In conformity with Colombian regulations, for activities carried out within the framework of this Agreement, the authorities of Colombia accept as valid, without a fee or test, drivers' licenses or permits for the operation of vehicles, vessels, and aircraft issued by the appropriate United States authorities to United States personnel, United States contractors, and United States contractor employees temporarily present in Colombia.

Tactical vehicles owned and operated by the United States that are temporarily present in Colombia in connection with activities carried out within the framework of this Agreement shall be exempt from technical inspections, licensing, or registration by the authorities of Colombia, but shall bear appropriate identification.

2. United States personnel, their dependents, and United States contractors shall obtain insurance coverage consistent with the laws of Colombia for their privately owned vehicles, including third-party liability insurance.

3. In connection with activities carried out within the framework of this Agreement, the authorities of Colombia accept as valid professional credentials and licenses issued by appropriate United States authorities to United States personnel, United States contractors, and United States contractor employees.

## **Article XVIII**

### **Tax Treatment**

1. In accordance with the provisions of paragraph 1 of Article VIII of this Agreement, for purposes of taxation, periods during which United States personnel and their dependents are located in Colombia in connection with activities carried out within the framework of this Agreement shall not be considered periods of residence or domicile.

2. In accordance with the provisions of paragraph 1 of Article VIII of this Agreement and paragraph (b) of Article IV of the 1962 Agreement, income received by United States personnel as a result of their service while carrying out activities within the framework of this Agreement shall not be subject to taxation by Colombia. Income derived from sources outside of Colombia by United States personnel and their dependents who have non-resident status in Colombia shall not be subject to taxation by Colombia.

3. In accordance with the provisions of Article IV of the 1962 Agreement, funds used by the United States, including funds received by United States contractors and United States contractor employees, in connection with activities carried out within the framework of this Agreement are exempt from taxation by Colombia.

4. In accordance with the provisions of paragraph 1 of Article VIII of this Agreement, Colombia exempts United States personnel and their dependents from taxation on the ownership, possession, use, transfer to other United States personnel and dependents, or transfer by death, of property that is present in Colombia due solely to the presence of these persons in Colombia in connection with this Agreement.

5. Nothing in this Article shall apply to Colombian citizens or residents in Colombia.

## **Article XIX**

### **Claims**

1. Taking into account that an objective of this Agreement is the deepened cooperation in counter-narcotics and counter-terrorism, among other things, each Party agrees to assume the cost for damages, loss, or destruction of its respective property arising out of official activities carried out within the framework of this Agreement, or for death or injury suffered by its respective armed forces personnel and other government personnel while engaged

in the performance of their official duties in connection with activities carried out within the framework of this Agreement, in conformity with their respective laws. The foregoing is without prejudice to claims that may be brought by third parties as described in paragraph 2 of this Article. Any disagreements under this Article shall be resolved in accordance with Article XXIV of this Agreement.

2. The United States shall pay, in accordance with applicable United States law and regulations, compensation in settlement of meritorious claims by third parties. Such claims shall be filed with the authorities in charge of United States activities in Colombia carried out within the framework of this Agreement. United States authorities shall process such claims promptly, in accordance with United States law and regulation.

## **Article XX**

### **Postal Services and Communications**

1. The Colombian authorities acknowledge that the United States may collect, transport and distribute documents and correspondence for United States personnel, dependents, United States contractors, and United States contractor employees outside of the Colombian postal network, free of licensing requirements or cost to the United States, provided that this does not constitute the provision of postal services within Colombia. Such documents and correspondence may bear stamps of the United States provided that they do not enter the Colombian postal system. Official documents and correspondence shall receive equivalent treatment regarding inviolability, inspection, and detention as established in Article 27 of the Vienna Convention.

2. The United States may establish satellite receiving stations for radio and television broadcasts, free of licensing requirements or cost to the United States. Such broadcasts may be relayed to agreed facilities and locations as mutually agreed by the Parties, in consultation with the competent authorities.

3. The Colombian Executive Agent, in conformity with Colombian legislation, shall permit the United States the use of the required telecommunications network infrastructure, as "telecommunications" is defined in the 1992 Constitution and Convention of the International Telecommunication Union, to achieve the activities carried out within the framework of this Agreement, free of licensing requirements or cost to the United States. Radio frequencies and telecommunications spectrum to be used shall be the subject of consultations between the Parties, taking into account the available capacities.

## **Article XXI**

### **Environment, Health, and Safety**

The Parties agree to implement this Agreement in a manner consistent with the protection of the environment and human health and safety.

## **Article XXII**

### **Facilitation of Aircraft Riders**

Upon securing authorization from Colombian authorities, the United States authorities shall facilitate the stay of third-country aircraft riders at the agreed facilities and locations and,

*inter alia*, shall inform third-country aircraft riders regarding local laws and customs with a view to ensuring orderly conduct while in Colombia.

## **Article XXIII**

### **Implementation, Evaluation, and Amendment**

1. The Parties or their Executive Agents may enter into implementing arrangements as required to carry out the provisions of this Agreement.
2. The Parties or their Executive Agents, after mutual consultation, shall facilitate to the maximum extent possible the activities envisioned by this Agreement, including cooperation with other nations in the region.
3. In a spirit of close cooperation, the Executive Agents shall consult each other periodically with a view to ensuring the proper implementation of and satisfactory compliance with the provisions of this Agreement. The Executive Agents shall meet annually to evaluate the development of the Agreement in terms of shared responsibilities and benefits and may present a report to their respective governments including, among other things, the activities undertaken, the results achieved, and any relevant recommendations.
4. Either Party may request consultations with a view to amending this Agreement. Any amendment to this Agreement agreed upon by the Parties shall be in writing.

## **Article XXIV**

### **Resolution of Disagreements**

Disagreements arising with respect to the interpretation of this Agreement shall be resolved through consultation between the Parties, including, as necessary, through diplomatic channels. Disagreements related to the implementation of this Agreement shall be resolved through consultation between the Executive Agents. In the event agreement is not reached, the disagreement shall be resolved through consultation between the Parties. Disagreements shall not be referred to any national or international court, tribunal, or similar body or any third party for settlement, unless otherwise mutually agreed.

## **Article XXV**

### **Entry into Force and Duration**

1. This Agreement shall enter into force upon signature.
2. This Agreement shall remain in force for an initial period of ten (10) years, and thereafter, subject to review and agreement in writing by both Parties, shall be renewable for additional periods of ten (10) years. Further, either Party may terminate this Agreement at the end of the respective ten (10) year periods by notifying the other Party in writing through diplomatic channels, one (1) year in advance, of its intention to terminate the Agreement.