

STATUS:

Memorandum of understanding signed at Rome February 2, 1995;
Entered into force February 2, 1995.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MINISTRY OF DEFENSE OF THE REPUBLIC OF ITALY
AND
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
CONCERNING USE OF
INSTALLATIONS/INFRASTRUCTURE BY U.S. FORCES IN ITALY**

TEXT:

The Department of Defense of the United States of America and the Ministry of Defense of the Republic of Italy (hereinafter referred to as the "Parties"):

Reaffirming their respect for international law and their resolve to act in accordance with treaties as well as bilateral and multilateral arrangements to which they are both Party, including the North Atlantic Treaty, signed in Washington on 4 April 1949, n1 the Agreement Regarding the Status of Forces of the Parties to the North Atlantic Treaty, signed in London on 19 June 1951 and the Agreement Between the Parties Regarding Bilateral Infrastructure in Implementation of the North Atlantic Treaty (BIA), signed on 20 October 1954;

Recognizing that for over forty years the defense arrangements between the Parties have furthered the common security interests of their people;

Taking into consideration specifically the important contributions made by defense facilities in Italy to the promotion of international peace and stability;

Acknowledging the fact that it is advisable to have a single Technical Arrangement providing implementing procedures for each installation and/or infrastructure, and that it is necessary to arrive at a procedure defining the proper way to return infrastructure and determine residual value;

Have entered into the following understanding to modernize their defense relationship and to implement the BIA, and other such relevant multilateral and bilateral agreements between the Parties.

ARTICLE I

1. The Parties shall maintain and develop cooperative relations aiming at common defense, peace and security in accordance with the principles of mutual benefit and respect for the sovereignty of both nations.
2. Common defense cooperation should be accomplished at the bilateral level and within the scope of the North Atlantic Treaty.
3. The Parties agree to establish, as necessary, various programs and procedures to enhance communication and cooperation between military commanders of the respective forces and throughout the chain of command of the defense departments.
4. The Parties shall maintain close contacts to derive maximum benefit from the programs for

cooperation in terms foreseen in existing bilateral agreements.

5. The United States European Command shall be the Executive Agent for the United States Department of Defense in carrying out obligations under this Memorandum of Understanding. The Italian Defense General Staff shall represent the Ministry of Defense of the Republic of Italy in carrying out obligations under this Memorandum of Understanding.

6. This Memorandum of Understanding and the Technical Arrangements which will be negotiated for each installation and/or infrastructure pursuant to it will not supersede nor alter the provisions of the agreements listed in the preamble of this MOU or the provisions of any other multilateral or bilateral agreements between the Parties which are not specific to a particular base or installation.

ARTICLE II

A standing Joint Military Commission shall be established to deal with and serve to resolve questions or differences which may arise concerning the interpretation and implementation of this Memorandum of Understanding and of relevant bilateral Technical Arrangements. Proposals to amend this MOU, including Annexes A and B, which are an integral part of this MOU, will be matters for discussion by the Joint Military Commission. Composition of the Joint Military Commission and assignment of tasks will be coordinated by the Parties at a later date.

ARTICLE III

1. The Model Technical Arrangement attached to this Memorandum of Understanding as Annex A shall be used as the format for the Technical Arrangements at each installation used by U.S. Forces in Italy. These Technical Arrangements will establish procedures for implementation of the BIA, and such other multilateral and bilateral agreements between the two governments as may be relevant. The arrangements shall contain technical procedures for operation of each individual installation. Changes to the Technical Arrangements will be approved by the military authorities of both Parties, and may be the subject of discussion at the Joint Military Commission.

2. On matters concerning operating procedures, each installation Technical Arrangement shall contain directive authority for the military forces stationed at that installation.

3. The Model Technical Arrangement at Annex A constitutes the basic instrument for negotiating the various Technical Arrangements relative to each installation and/or infrastructure granted for use by U.S. Armed Forces in Italy. Therefore, each installation and/or infrastructure granted for use will have a Technical Arrangement closely reflecting the model text at Annex A.

4. Technical annexes, which are supplemental in defining Technical Arrangement details, must respond to the need of a better understanding but remain encompassed within the Technical Arrangement itself.

5. Signature of Technical Arrangements relative to each installation and/or infrastructure on the Italian side will be affixed by the Chiefs of Staff of the cognizant Armed Force or their designates. For the United States, signature will be affixed by U.S. military authorities of comparable rank.

ARTICLE IV

In case the United States decides to return infrastructure to the Italian Government, coordinated procedures in compliance with Article 25 of the BIA for release of the infrastructure and determination of "residual] value" will be referred to in Annex B of this Memorandum.

ARTICLE V

This Memorandum of Understanding shall enter into force upon signature by representatives of the Parties and shall remain in force until it is terminated by written notice of either Party one year in advance, or by written mutual consent. This Memorandum of Understanding, including Annexes A and B, may be amended by mutual agreement of the Parties.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments, have signed this Memorandum of Understanding.

DONE at Rome this 2 day of FEB, 1995, in duplicate, in English and Italian languages, both texts being equally authentic.

ANNEXES:

ANNEX "A": MODEL TECHNICAL ARRANGEMENT ON IMPLEMENTING PROCEDURES BETWEEN THE UNITED STATES DEPARTMENT OF DEFENSE AND THE ITALIAN MINISTRY OF DEFENSE CONCERNING USE OF INSTALLATIONS AND/OR INFRASTRUCTURE.

ANNEX "B": PROCEDURES TO BE FOLLOWED FOR RELINQUISHMENT OF INSTALLATIONS AND/OR INFRASTRUCTURE.

SIGNATORIES:

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED
STATES OF AMERICA

(Gen. Charles G. BOYD)

DEPUTY COMMANDER IN CHIEF
U.S. EUROPEAN COMMAND

FOR THE MINISTRY OF
DEFENSE OF THE REPUBLIC OF ITALY

(Gen. C.A. Francesco CERVONI)

DEPUTY CHIEF OF THE ITALIAN
DEFENSE GENERAL STAFF

APPENDICES:

ANNEX "A"

MODEL TECHNICAL ARRANGEMENT ON IMPLEMENTING PROCEDURES BETWEEN THE UNITED STATES DEPARTMENT OF DEFENSE AND THE ITALIAN MINISTRY OF DEFENSE CONCERNING USE OF INSTALLATIONS AND/OR INFRASTRUCTURE

I. Purpose

To promulgate command policy and procedures for the implementation of international agreements between the United States and Italy concerning the operation of military facilities in Italy.

II. References

1. The North Atlantic Treaty, signed at Washington, D.C. on 4 April 1949 and specifically the provisions contemplated in Article 3.
2. Agreement Between the Member States to the North Atlantic Treaty on the Status of Forces, signed at London on 19 June 1951 (NATO SOFA).
3. Bilateral Infrastructure Agreement (BIA) between the United States of America and Italy, signed on 20 October 1954.

III. Applicability and Scope

This Technical Arrangement applies to the military forces of . . ., members of the force, the civilian component and their dependents, assigned to or operating at . . . in Italy.

IV. Definitions and Abbreviations

In this Technical Arrangement the term:

- CIVILIAN COMPONENT

"Civilian component" means all the civilian personnel having a relationship to the United States Forces as provided in Article I (1.b.) of the NATO SOFA. In the Italian language version of this document the term "civilian element" is used with the same meaning.

- CIVILIAN PERSONNEL

"Civilian personnel" are those personnel contemplated in Article 6 of the BIA which covers, in addition to the "civilian component" of a force, persons such as those listed below, who are closely affiliated with the United States Armed Forces and under their authority, but not employed directly by them, on the condition that the presence of such persons in Italy is recognized by both governments as necessary in connection with the functioning of the installations:

. Employees of other United States Government Departments;

. Essential personnel of the USO, Schools, Post Exchanges, Commissaries, Credit Unions and Red Cross;

. Technical representatives of firms having special relations with the United States Armed Forces, when such persons come to Italy for other than temporary visits.

- CONSTRUCTION

"Construction" means work required to erect, install, or assemble a new facility; [*9] or add to, alter, expand, convert, demolish or replace an existing facility.

- EXCLUSIVE USE

"Exclusive use" means the utilization by the armed force of a single Nation, of installations and/or infrastructure defined and included within the perimeter of the installation, for the performance of activities related to the mission and/or tasks assigned to said force by the sending State. The designation of "exclusive use" to installations and/or infrastructure utilized by the U.S. Force does not limit in any way the exercise of Italian national sovereignty, as preserved by Article VII of the NATO SOFA.

- FORCE

"Force" means personnel belonging to the Armed Forces as contemplated in Article I (1.a.) of the NATO SOFA.

- INFRASTRUCTURE

"Infrastructure" means the complex of fixed or permanent structures, both horizontal and vertical, and facilities, within the installation and therein established for the performance of the main and support activities of the Forces.

- INSTALLATION

"Installation" means the complex of land and fixed structures thereon, which are within defined and clearly identified boundaries.

- JOINT USE

"Joint use" means the common utilization of the installation by both Italian and U.S. Forces assigned to the installation, to perform the activities related to NATO missions and/or tasks assigned to said forces by their respective governments.

- LOCAL CIVILIAN PERSONNEL

The term "local civilian personnel" means all non-civilian component personnel hired by the U.S. Forces with a contract.

- MAINTENANCE

"Maintenance" means the recurrent, day-to-day, periodic, or scheduled work required to preserve property.

- REPAIR

"Repair" means programmed work required to insure restoration of the installation's efficiency.

- ABBREVIATED TERMS:

.	"DOD USA"	means Department of Defense of the United States of America
.	"IDGS"	means Italian Defense General Staff
.	"MOD IT"	means Italian Ministry of Defense
.	"SMA"	means Italian Air Force General Staff
.	"SME"	means Italian Army General Staff
.	"SMM"	means Italian Navy General Staff
.	"USAFE"	means U.S. Air Force Europe
.	"USAREUR"	means U.S. Army Europe
.	"USEUCOM"	means U.S. European Command
.	"USNAVEUR"	means U.S. Navy Europe

V. **Use and Operation**

1. The installation at . . . is one of the peace-time military installations, as agreed, in accordance with the BIA. The installation has been ceded in use to the United States of America to be employed by the latter according to the provisions of Article 2 of said Agreement. In particular circumstances the authorities of the two countries will agree on the utilization of the installations' facilities granted for use to the U.S.A., by civilian activities of the Host Country. These activities, as indicated in Annex . . . , will be at no cost to the United States. Any services provided to these civilian activities by the United States will be on a reimbursable basis.

2. The installation is located in the province of . . . , municipality of, with an area of . . . , within a perimeter of . . . Km. The location is shown in the attached map provided by the Italian Authorities and is comprehensive of an operational area (command, communications, etc.), a logistics/support area, and a housing area. The Italian Commander, with the assistance of the U.S. Commander, will maintain a map detailing the location of the various facilities on the installation.

3. The principal use of the installation is related to:

- Permanently assigned operational units;
- Units and relative facilities, supporting the cited operational units, used for peace-time routine training activities;
- Associated personnel (maximum approximate number).

The precise number of personnel will be provided semiannually to the Italian Commander or whenever requested, as indicated in Annex

4. Installations listed in Annexes . . . will also be subject to this Technical Arrangement. These Annexes will specify the use, location, personnel and infrastructure of these installations.

VI. Command

1. The installation is placed under Italian Command. The functions of such command, which will be exercised by an Italian officer, will vary according to whether the installation is jointly used or used exclusively by the United States Armed Forces. The Italian Commander's jurisdiction extends throughout the installation over all the Italian personnel, military and civilian, assigned for whatever reason to the installation, and over the Italian land and infrastructure, equipment and materiel.

2. The rank of the Italian officer is established by the cognizant Italian Authorities based on his responsibilities and tasks, regardless of the rank of the senior U.S. officer assigned to the installation.

3. The U.S. Commander has full military command over U.S. personnel, equipment and operations. He will notify in advance the Italian Commander of all significant U.S. activities, with specific reference to the operational and training activity, to the movements of materiel, weapons and civilian/military personnel, and to any events/incidents that should occur. Likewise the Italian Commander will keep the U.S. Commander informed of all significant national activities. The Italian Commander will advise the U.S. Commander if he believes U.S. activities are not respecting applicable Italian law and will immediately seek advice from higher Italian Authorities. Differences of opinion between the commanders regarding whether a specific activity should be undertaken, that cannot be resolved locally, will be promptly referred up the respective chains of command for resolution. Beginning a disputed activity is subject to resolution of the controversy.

4. Permanent increases of the operational component and relative support shall be authorized by the Italian National Authorities. Temporary increases of military and civilian personnel (for training, exercises, logistical activities, transit, etc.) will be approved by the Italian Commander. Temporary increases of personnel associated with operations already approved by the Government of Italy will be coordinated with the Italian Commander.

5. In order to comply with his responsibilities, the Italian Commander has free access, with no restrictions, except as provided in the following Section XV, to all areas of the installation. The Italian Commander will intervene to have the U.S. Commander immediately interrupt U.S. activities which clearly endanger life or public health. Upon notification of the danger, the U.S. Commander will promptly investigate and consult with the Italian Commander concerning the situation. Either commander may refer a matter in dispute, or one not susceptible to local resolution, to higher authority for resolution.

6. The Italian Commander is the formal representative of the installation and serves as the liaison with national authorities and the contact with local authorities and local external military and civil entities. The U.S. Commander is not precluded from contacting local authorities on matters of interest only to the United States. The Italian Commander will coordinate, as agreed, all matters of common interest and, to this end, he will be kept constantly informed on all U.S. activities and initiatives as indicated in paragraph 3 above. The U.S. and Italian Commanders fulfill their representational role with equal status.

VII. Flags

The NATO flag together with the U.S. and Italian flags will be displayed over the installation. The

respective national flag may be raised over buildings used exclusively by the U.S. or by Italy.

VIII. Personnel

1. The NATO SOFA and the implementing agreements listed in the references regulate the status of U.S. Forces in Italy, as well as the status of members of these forces, of members of the civilian component, and their dependents whose presence in Italy is in furtherance of the objectives of this Technical Arrangement and the Agreements listed in the references.
2. In accordance with Article IX, paragraph 4 of the NATO SOFA, the conditions of employment and work for local civilian labor, in particular wages, supplementary payments, and conditions for the protection of workers, shall be consistent with the laws of Italy.
3. In accordance with the NATO Status of Forces Agreement and other bilateral agreements, the U.S. command shall withhold social security benefits for local civilian labor, through appropriate social security institutions, to include deduction from wages for income tax payments to Italy, in accordance with current Italian law.

IX. Infrastructure

1. The installation includes (list those that apply):

- Jointly-funded infrastructure;
- NATO-funded infrastructure;
- U.S.-funded infrastructure;
- Italian-funded infrastructure.

The buildings and infrastructure are classified as:

- NATO or National, joint use;
- NATO for exclusive use, U.S. or Italian;
- National for exclusive use, U.S. or Italian.

The areas and all the infrastructure therein, marked in different colors as indicated by the legend, are shown in detail in the attached map. Buildings and infrastructure, and their use (Italian, allied or joint) and purpose are listed in Annex The cited documentation (map and listing) will be kept updated by the Italian Commander with the assistance of the U.S. Commander.

2. The operation and maintenance costs for structures composing the installation are charged to the U.S. or Italian Armed Forces (SME -- SMM -- SMA) according to their ownership and use. In case of "joint use", charges are shared proportionally to the actual use.
3. The Italian Armed Forces are responsible for repair and maintenance of "joint use" buildings and infrastructure. The Italian Commander shall plan, in coordination with the U.S. Commander, for the maintenance of all jointly used buildings and infrastructure. The user Nation is responsible for

repair and maintenance of "exclusive use" buildings and infrastructure. For NATO infrastructure, current NATO directives apply.

4. All construction projects, including new infrastructure and improvements to infrastructure, which constitute construction as defined in Section IV, are subject to prior approval by the IDGS. All changes of use of buildings and infrastructure also will be authorized by the IDGS. In accordance with the BIA and subsequent agreed procedures, construction projects to be accomplished exclusively with U.S. funds will be executed by the Italy/U.S. Construction Mixed Commission.

5. The Italian Commander, after taking into account the zoning regulations and obtaining the necessary inputs from the U.S. Commander, shall develop a base Development Multi-year Plan, which shall be approved by the national Authorities. Required changes can be periodically submitted for the approval of the national Authorities. Copies of the proposed and approved Multi-year Plans will be provided to the U.S. Commander.

X. Utility Services

1. U.S. Armed Forces will be provided with the following services to satisfy operational, logistical support, and housing requirements:

- a total of . . . cubic meters per day of drinking water, in accordance with current Italian regulations and in proportion to the highest number of personnel expected to be assigned to the installation, and of . . . cubic meters of water for services, when available. Variation to the quantity of water provided, shall be agreed when changes in availability or requirements, also temporary, occur. When availability is scarce, priority will be given to satisfy operational and logistical support requirements;

- electric power (line of . . . KV) to employ a power of maximum . . . KW, available at . . . KV to the main power station of the installation.

- charges for utilities will be based on the actual use. Where the United States Armed Forces make use of utilities which come from the outside (such as electric energy, gas, water, telecommunications, sewerage), the Italian Government, insofar as it is competent to do so and in accordance with Article 12 of the BIA, will assure access to said services at terms no less favorable than those in force for the Italian Armed Forces.

2. The Italian Ministry of Defense will provide for disposal on the outside perimeter of the installation of all waste products. The U.S. Commander is responsible to insure that disposal in U.S. processing plants is done consistent with applicable Italian standards on waste products.

3. The U.S. Command will provide for disposal of toxic/harmful waste, generated by the U.S. Forces, consistent with current Italian standards and applicable international agreements.

4. In accordance with the provisions of Section VI, paragraph 5, the Italian Commander reserves the right to notify the U.S. Commander of perceived violations of applicable standards for disposal of waste. Upon notification of a perceived violation, the U.S. Commander will promptly investigate and inform the Italian Commander of steps taken to remedy the situation or of the propriety of the method applied. Either commander may refer a matter to higher authority for resolution.

XI. Supply of Goods and Services

1. Procurement of goods and services by the U.S. Forces shall be governed by Article 31 of the BIA and the NATO SOFA. The U.S. and Italian commanders will cooperate to avoid that the provision of goods and services create disturbances on the local market, by examining the possibility that, when U.S. purchases are made by direct contracts, procedures similar to those used by the Italian Armed Forces are adopted, including anti-mafia screening procedures.

2. The acquisition by both Parties of any supplies, support, or services, as outlined in this Section and Sections IX and X, must be done under authorized national contracting procedures or an implementing arrangement under the NATO Mutual Support Act.

XII. *Financial Matters*

1. The financial obligations of the Parties under this Technical Arrangement shall be subject to the authorization and appropriation of funds in accordance with respective national laws.

2. Operational expenses of the installation are as follows:

- common, referring to common use by both nations;
- exclusive, referring to exclusive use by each nation.

3. Common expenses are subdivided into:

- personnel costs;
- operation and maintenance costs;
- investment costs.

4. Each nation will be responsible for its exclusive expenditures. Common expenses will be shared according to use. If this is not possible, an equal allocation, in proportion to the assigned Force or other agreed criteria, will apply. In accord with commonly accepted principles, each Party will be responsible for the costs of its own personnel.

5. The definition of common expenses, methods and procedures for accounting, refunds and fiscal year planning for common expenses will be agreed and included in Annex . . . , according to the following general principles:

- the Italian Commander will prepare the estimated and final budget for common expenditures;
- U.S. representatives will participate in developing the budget, to include proportionate use percentage and allocation of expenses;
- the Italian Commander, in coordination with the U.S. Commander, will prepare well in advance -- no later than the month of August -- the estimated budget for the next fiscal year, both in the Italian and English language. The estimated budget for the following fiscal year will be reviewed and approved by both Parties in accordance with the provisions of this Technical Arrangement;

- the approved estimated budget will be used by the Parties to plan financial/administrative activities. If expenditures vary significantly from the approved estimated budget, a new estimated budget may be submitted for approval;
- payment of funds by the U. S. will be in Italian currency, in quarterly payments and in advance of the applicable quarter, starting on January 1 of each year;
- common expenses will be managed by the Italian Commander, as provided by current Italian laws and regulations;
- a quarterly summary accounting of common expenses will be provided by the Italian Commander to the U.S. Commander no later than 30 days following the conclusion of each quarter in accordance with the provisions of Annex . . . ; this quarterly accounting will provide the basis for future U.S. payments, and/or adjustments to payments previously made, in coordination with the Italian Commander;
- the format of the estimated and final budgets will be agreed between the Parties;
- contracts made for common services will be made available to the U.S. Commander upon request, together with technical specifications and/or documents, with the exception of patent information. With regard to modernization/improvement projects, the current NATO or bilateral procedures will apply, according to the eligibility of the project for NATO or U.S. funding. In the latter case, after authorization from Italy, the U.S. will execute the project. Exclusive expenses will be managed by each command.

XIII. Customs and Taxation Matters

1. United States exemption from taxes and customs duties shall be regulated as provided in the NATO SOFA and the BIA, as applicable, relevant legislation, and other tax relief agreements on tax exemption between the governments.
2. When the installation is the point of entry into the national territory, transient or residing military/civilian personnel, not covered by NATO SOFA, will fall under the normal customs regulations applying to foreigners. If the transit/arrival installation is the first stop in the national territory, the U.S. Commander will provide the list of these personnel to the local customs Authorities if available, or to the Italian Commander, in accordance with procedures specified in Annex

XIV. Social and Administrative Services

1. In order to satisfy the requirements of quality of life (in accordance with the NATO SOFA and with prior notification in accordance with Article 13 of the BIA), the U.S. Forces may establish, use and maintain structures on the installation, necessary to support the force, civilian component and dependents. The structures will house facilities customary for these purposes, including, among others:
 - post offices, military finance services, bank facilities, BOQs/BEQs, messes, liquor retail sales (class VI stores), commissaries, base exchange stores, service stations and automotive repair shops, social centers, libraries, theaters and recreational areas;
 - schools, to include child care centers and other educational facilities and programs for

children;

- hospitals, dental clinics and other medical care centers.

2. The above agencies are exempted from license fees, excise duties, sales taxes, customs duties and other import taxes on their property, activity, goods and services sold or provided. Appropriate controls will be established to prevent abuses such as selling or giving away exempted goods to people not eligible to purchase in said stores. The U.S. Commander will be responsible for the application of such control measures and will apprise the Italian Commander of their contents.

XV. Security and Police Responsibilities

1. The Italian Commander is responsible for security of the installation and discharges military police tasks towards the Italian military/civilian personnel according to national law. In coordination with the U.S. Commander, who bears independent responsibility for the safety and security of his own personnel and equipment, the Italian Commander issues appropriate directives for the security of the entire installation and establishes access procedures and will issue passes for entry into the installation if such procedures are deemed appropriate by the two commanders. The U.S. Commander may be requested to support this operation with U.S. personnel and vehicles.

2. To accomplish his tasks and as guarantor for Italian sovereignty, the Italian Commander has access to all areas and facilities. Procedures for access to limited and well defined U.S. classified areas, as agreed by the Parties, are specified in Annex The same right is granted, when authorized by the Italian Commander, to the Italian military personnel tasked to accomplish military police duties (Carabinieri for the Italian Armed Forces) inside the installation.

3. Responsibility for external security of the installation is assigned exclusively to the Italian Authorities. Said external security is assured by the Authorities responsible for public order and security, in coordination with the competent territorial Military Command and the Italian Commander.

4. In accordance with Article VII, paragraphs 10 a. and b. of the NATO SOFA regarding the status of NATO Forces, the U.S. Commander exercises his police rights on the land areas and infrastructure therein, used by the U.S. Forces pursuant to agreement with the Italian Authorities. To discharge this function he may take, in coordination with the Italian Commander responsible for issuing directives in accordance with paragraph 1 above, all measures necessary to assure and maintain order and security within the area and infrastructure assigned to and among the U.S. Forces, consistent with applicable Italian law. Police authority granted to the U.S. Commander may be coordinated with the Italian Commander to ensure that it is exercised [*27] in accordance with the general principles governing police activities in Italian territory, without prejudice to national sovereignty.

5. Military police activities by the U.S. Forces outside the installation are subordinated to agreements with and in liaison with the Italian national Authorities, as long as such activities are necessary to maintain order and discipline among U.S. personnel.

XVI. Air/Surface Transportation and Related Activities

1. Pursuant to NATO commitments, the U.S. Force has the authority to use military aircraft and

civilian aircraft under contract with the U.S. Forces to load and unload personnel, equipment and supplies related to the operational activities indicated in this Technical Arrangement. The U.S. Commander will notify in advance the Italian Commander of any aircraft deployment, including temporary deployments, in accordance with the provisions of Section VI. Such notification may be accomplished by providing the Italian Commander with a copy of the relevant ICAO flight plan.

2. Properly registered vehicles belonging to the U.S. Force can freely circulate on Italian territory in respect of Italian traffic regulations. The Italian Commander will be advised in advance of convoy movements so that actions necessary to coordinate the movement with the competent Authorities can be taken.

3. U.S. military Authorities are authorized to register private vehicles owned by members of the U.S. Force and/or civilian component and their dependents, and to issue license plates. Before a vehicle is licensed, U.S. Authorities will ascertain that it has liability insurance, as provided by Italian law.

4. U.S. Authorities are authorized to issue private vehicle driver licenses (with Italian translation) to members of the U.S. Force and/or civilian component and their dependents, after having ascertained their driving capability and their knowledge of the Italian traffic rules.

5. Movements and transfers of hazardous materiel (fuel, explosives, weapons) and cargo/ways of transportation of any kind, requiring caution, as external cargo delivery, involving air space, territorial and/or intercoastal waters, Italian railways and/or roadways, shall be coordinated with the Italian Commander in order to verify its conformity to Italian legislation.

XVII. *Training/Operational Activities*

1. Planning and execution of all training and operational activities will be in accordance with the objectives and purposes identified in Section V and with respect of civil and military regulations of the host nation, which are effective in the specific area.

2. The appropriate national Authorities will be notified beforehand of training/operational activities of units assigned to the installation, through the Italian Commander or his representative, for the required coordination and approval according to existing procedures. In addition, the U.S. Commander shall provide the Italian Commander the annual schedule of exercises involving units assigned or deployed on the base. Detailed procedures for said coordination and approval are indicated in Annex

3. Joint and/or combined training/operational activities may be conducted, after coordination with the responsible national military Authority. Any use of airports, ports or bases, as technical stops, while conducting said activity must be coordinated beforehand, in accordance with current procedures.

4. Air traffic control is the direct responsibility of Italy in compliance with the applicable laws and according to the agreements providing for mutual cooperation in this area.

XVIII. *Removable and Real Property and Residual Value*

1. The Government of the United States will retain ownership of all removable property built by/for the Government of the United States at its own expenses, and all equipment, materiel and supplies entered into, or acquired in, Italy by/for the Government of the United States for construction, development, operation and maintenance of installations intended for use by the

United States. These items will not be disposed of in Italy except in accord with conditions, limitations, and exclusions which will be agreed upon with the Italian Government. Additionally, the Government of the United States undertakes not to proceed to remove or subsequently take out from Italy any major items of equipment which may affect the functioning of the installation without consultation with the Italian Authorities.

2. In the event the United States determines the use of all or any part of the infrastructure on this installation is no longer required, it shall relinquish such infrastructure to the Italian Government in accordance with the procedures contemplated by Annex B to the Memorandum of Understanding Between the Ministry of Defense of the Republic of Italy and the Department of Defense of the United States of America Concerning Use of Installations/Infrastructure by U.S. Forces in Italy.

XIX. Local Committees

The Italian Commander and the U.S. Commander may establish a Joint Committee charged with examining the local aspects of executing the Technical Arrangement. The Committee will receive from local authorities problems, complaints or requests for assistance and will endeavor jointly to resolve any problems locally. Issues that are beyond the competence of the local Commanders will be referred to higher authority.

XX. Procedures for Mutual Cooperation

Italian and U.S. authorities will assure effective cooperation in order to preserve good relations and avoid, in so far as possible, local frictions and misunderstandings which might arise in the course of the implementation of these procedures concerning the use of

XXI. Annexes

This Technical Arrangement includes . . . annexes, identified as Annex . . . through Annex . . . and will be considered incomplete unless these annexes are included, and will not be implemented in any part unless and until all annexes have been concluded and attached to the Technical Arrangement.

ANNEX "B"

PROCEDURES TO BE FOLLOWED FOR RELINQUISHMENT OF INSTALLATIONS AND/OR INFRASTRUCTURE

Pursuant to Art. 24 of the Bilateral Infrastructure Agreement between Italy and the United States, providing for disposal of infrastructure to Italian Authorities that is no longer necessary to U.S. Forces, and Art. 25 providing for settlement of residual value, as agreed between the two governments, the following procedures apply to relinquishment of installations and/or infrastructure built by/for the U.S. Government at its own expense and coordinated via the Construction Mixed Commission:

1. With a minimum twelve-month notice, the U.S. Embassy informs Italy of its intention to relinquish a specific installation and/or infrastructure, by means of a Diplomatic Note to the Ministry of Foreign Affairs. One copy of the Diplomatic Note is sent for information to the Italian Ministry of Defense, via the Office of Defense Cooperation.
2. At the expiration of the notice period stated in paragraph 1, the related installation and/or infrastructure is cancelled from the Memorandum granting its use to the U.S. Government.

3. The specific U.S. instrumentality responsible for relinquishing particular installations and/or infrastructure will, in accordance with the provisions of the Bilateral Infrastructure Agreement, prepare a list of the installations and/or infrastructure to be returned to Italy.

4. If, at the time of construction and/or major alteration, Italian laws required technical documentation or test certificates, all such documentation shall be provided to Italian Authorities. This transfer of documents will satisfy all construction-related documentation requirements for the U.S. at the time of relinquishment. Having validated compliance with existing construction codes at the time of construction, the U.S. is not required at the time of relinquishment to upgrade the installation and/or infrastructure to construction codes subsequently enacted.

5. Via the Office of Defense Cooperation the responsible instrumentality will coordinate with the Italian Ministry of Defense the establishment of a Joint Committee, and set the procedures for relinquishment of the installation and/or infrastructure. The tasks of the Joint Committee include:

- developing a schedule of activities;
- obtaining and verifying necessary documentation;
- programming and conducting surveys to develop an inventory of infrastructure;
- documenting any known imminent risks to human health and safety and any known environmental contamination;
- updating cognizant offices periodically;
- preparing a delivery paper with all useful data including:
 - . a list of the infrastructure, including condition and age of each at the time of transfer of custody;
 - . statement of U.S. funds dedicated to the installation and/or infrastructure;
 - . statement of Italian expenses to bring the installation and/or infrastructure up to legal standard and inclusion in the national inventory.

6. Once the Joint Committee has carried out its activity, the delivery paper will be signed by a representative of the U.S. Forces and a representative of Italian Armed Forces prior to the expiration of the notice period stated in paragraph 1 above. Unless otherwise mutually agreed, the signing of the delivery paper by both Parties will operate to automatically transfer custody to the Italian Government and release the United States from security and maintenance responsibilities, and from any pecuniary liability for events occurring after the signing of the delivery paper.

7. Within ninety days of signing the delivery paper, the Government of Italy will determine whether it is interested or not in utilizing for its own purposes the reacquired installation and/or infrastructure and will enter into negotiations for its residual value.

8. Once the Government of Italy has determined its interest in a specific installation and/or infrastructure within the 90 day period, residual value will be determined by mutual agreement

between the two governments.

- Negotiation of residual value will be carried out by representatives of the U.S. European Command (USEUCOM) and Italian Ministry of Defense representatives.

- Residual value will be negotiated on the basis of the data documented in the delivery paper and in addition, U.S. calculations of inflation and currency fluctuations affecting dedicated U.S. funds as listed in the delivery paper. Any outstanding issues regarding the specific installations and/or infrastructure will be mutually agreed, and legal and administrative implications will be taken into due account.

9. Relinquished installations and/or infrastructure, for which the Government of Italy has no interest, may be determined by mutual agreement to have nominal residual value. If, within three years following the date of the signing of the specific agreement form described in paragraph 10 below, installations and/or infrastructure which have been determined to have nominal value are utilized or sold by the Italian Government, residual value calculations will follow the method described in paragraph 8 above.

10. Once residual value has been negotiated and agreed upon by both governments, a specific agreement form will be signed by the Parties. Said agreement will concern compensation to the U.S. Government of agreed residual value. The agreement form is prepared by the cognizant U.S. and Italian instrumentalities and is signed by a representative of the Italian Armed Forces and a representative of the U.S. European Command.