

Bilateral Administrative Arrangement Between United States of America Air Forces in Europe and the General Staff of the Republic of Turkey Concerning Accommodation, Facilities, Services and Assistance Made Available to Personnel of the Armed Forces of the United States of America at Headquarters NATO Rapid Deployable Corps-Turkey (NRDC-T), with Annex. Signed on January 5 and February 10, 2005. Entered into force February 10, 2005.

BILATERAL ADMINISTRATIVE ARRANGEMENT[a]

Between

United States Air Forces in Europe

And

The General Staff of the Republic of Turkey

Concerning

Accommodation, facilities, services and assistance made available to personnel of the Armed Forces of the United States of America at Headquarters NATO Rapid Deployable Corps-TURKEY (NRDC-T)

INTRODUCTION

The General Staff of the Republic of Turkey and United States Air Forces in Europe, hereinafter referred to as the “Parties”

—Noting the Agreement of 19 June 1951 between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA),

—Noting the Protocol of 28 August 1952 on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (the Paris Protocol),

—Noting Agreement Between The Government of the Republic of Turkey and the Supreme Allied Commander Europe on the special conditions applicable to the establishment and operation in Turkish territory of Allied Headquarters ultimately subordinate to the Supreme Headquarters Allied Powers Europe, dated 1956,

—Noting Agreement between the United States of America and the Republic of Turkey relative to the implementation of the Agreement between the Parties to the North Atlantic Treaty, regarding the status of their forces, dated 23 Jun 1954,

—Noting the Exchange of Notes on SOFA Implementation in Turkey, Dip note 630, 23 Jun 1954,

—Noting the Memorandum of Understanding (MOU) concerning the manning, funding, administration, and support of Headquarters NATO Rapid Deployable Corps-Turkey (HQ NRDC-T), 23 Sep 2002

Having a common interest in cooperation for accommodation, facilities, services and assistance (hereinafter referred to as the “Support”) to the personnel of the United States of America at HQ NRDC–T,

The Signatories have reached the following understandings;

SECTION I PURPOSE

The purpose of this Administrative Arrangement is to set out the principles for support and reimbursement of costs for the support provided by Turkey as the Host Nation to the personnel and their dependants of the United States of America, the Sending Nation, at HQ NRDC–T and National Support Elements (NSE).

SECTION II SCOPE AND AUTHORITY

The Support will be provided on a reimbursable basis and in accordance with this Arrangement. The Parties shall consult to avoid interference between activities of members of force, civilian components and their dependants who are citizens of the United States of America and the national laws and regulations of the Republic of Turkey. Any breaches of these national laws and regulations will be dealt in accordance with Article VII of NATO SOFA and may lead to the withdrawal of the Support in question.

SECTION III BILLING ARRANGEMENTS

3.1 Except in the case of recreational amenities and where specified to the contrary in this Arrangement, Host Nation will provide a detailed statement of account of reimbursable actual costs to the relevant agency of the Sending Nation on a semi-annual basis. The paying agency will remit the amount due within 30 days.

3.2 In the event that charges change during the year of notification, three months notice will be given to the Senior National Representative of the Sending Nation, supported by an explanation of the reasons for change.

3.3 In the case of recreational amenities, it will be the responsibility of the individuals involved to pay on request the charges appropriate to the Support provided.

SECTION IV TRANSPORTATION

The Host Nation may allow Sending Nation personnel to use Host Nation vehicles for the transportation of the Sending Nation's forces from domicile-to-duty and from duty-to-domicile, if the domicile is on the route of the pre-planned shuttle services.

SECTION V SINGLE ACCOMMODATION AND MESSING FACILITIES

5.1 Subject to availability, Host Nation will provide single accommodation and messing facilities. The basis of charges will be the actual cost to Host Nation. These charges will be billed on a monthly basis to the occupant or IAW provisions of 3.1 of this agreement for Sending Nation.

5.2 Once accommodation is occupied, the accommodation charges will continue to be accrued during the periods of absence on duty, leave etc.

5.3 Pending availability, incoming HQ NRDC-T and NSE staff may be accommodated at the Istanbul Turkish Officers/NCO Clubs for a period of up to 15 days, with the same rates declared by Turkish General Staff for allied personnel.

SECTION VI NATIONAL SUPPORT UNIT ACCOMMODATION

6.1 Host Nation will provide accommodation for the use of a National Support Unit. The basis of the charges for such accommodation will be the actual cost to Host Nation. The elements to be taken into account are set out in Annex A.

6.2 Invoices will be raised by Host Nation retrospectively at semi-annual intervals and payment will be made within 30 days of the date of the invoice.

6.3 Works services may be undertaken by the Sending Nation at its own expense, but in each case subject to the prior approval of Host Nation's Property Manager and to the work being carried out in accordance with the procedures agreed with the appropriate agency of the Turkish Republic.

6.4 The Sending Nation will not significantly change the use, function or configuration of any accommodation, nor make any significant alterations to accommodation without the prior approval of the Host Nation.

6.5 Access to the National Support Unit will be granted to all USA personnel assigned to HQ NRDC-T and NSE staff and their dependants.

6.6 Upon closure of the Headquarters or withdrawal of a Party, the Sending Nation will be allowed to take all his material and equipment. Damages caused by Sending Nation other than normal use will be decided by negotiation.

SECTION VII

CHILDREN'S EDUCATION

7.1 Consultation Services for Children's Education will be provided by the Host Nation to the personnel of HQ NRDC-T and NSE, if available.

7.2 Costs of transportation of children to their respective schools will be the responsibility of the individual/nation.

SECTION VIII MEDICAL AND DENTAL FACILITIES

8.1 Routine medical services are the responsibility of TRICARE Europe Office with oversight in Turkey by the 39th Medical Group based at Incirlik Airbase. Routine medical care is provided by a Preferred Providers network of physicians and hospitals approved by TRICARE.

8.2 For the personnel working in HQ NRDC-T and NSE, emergency and urgent first aid care may be provided at the HQ NRDC-T medical facility with close coordination for ongoing care that involves the TRICARE network providers. Such urgent or emergent care is available only during normal duty hours for qualified individuals who are at their normal duty stations.

8.3 Any charges for care provided by the HQ NRDC-T medical facility is subject to the Host Nation regulations with charges based on actual cost to the Host Nation.

8.4 The remains of members of the Sending Nation working in HQ NRDC-T and NSE, who die in Turkish territory may be claimed, given post mortem examination, if required, and transported outside such territory upon authorisation of the appropriate Turkish authorities. When the death occurs outside a USA hospital or medical facility the remains of such persons shall be delivered upon authorisation of the territorial Health Delegation to the custody of the USA military authorities. The USA military authorities shall take charge of these remains, transferring them in a suitable vehicle. Remains will be placed in a sealed container whose characteristics have been approved by the USA Military authorities. The certificates of death and other required documents will be prepared, in accordance with Turkish law, by the Turkish or USA doctor who certifies death. The Turkish authorities will have access to any document or proceedings necessary to comply with the legal provisions established by Turkish law. Delivery of the remains and post mortem examination shall, in all cases, be subject to the appropriate judicial authority if the cadaver is at the disposal of a judge in order to carry out a judicial proceeding.

8.5 Members of the Sending Nation working in HQ NRDC-T and NSE who die outside of Turkish territory may be transported to a United States hospital or medical facility located in Turkey for onward movement by military aircraft to Germany for embalming and disposition.

SECTION IX

WELFARE AND AMENITY FACILITIES

9.1 Subject to availability and in accordance with terms and conditions determined by the relevant authority, the Host Nation's military recreational amenities may be used by Sending Nations personnel and their dependants. Any charges raised by Host Nation for these facilities will be the responsibility of the individual involved.

9.2 Access to Turkish Officers and NCO Clubs in Istanbul declared by Turkish General Staff as accessible will be granted to the Sending Nation's personnel in accordance with the terms and conditions determined by the relevant authority. Any charges for these facilities will be the responsibility of the individual involved.

9.3 Sending Nation personnel who are allowed, by reason of the NATO SOFA and other applicable international agreements, to import their vehicles into Turkey duty-free can obtain assistance of the Host Nation Consulting Office in registering their vehicles in Turkey. While using Host Nation registration facilities personnel will be required to conform to the relevant Standing Orders.

SECTION X CLAIMS

Claims, other than contractual claims, are to be dealt with in accordance with the Protocol of 28 August 1952 on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (the Paris Protocol), the provisions of the Agreement of 19 June 1951 between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), and the Agreement Between The Government of the Republic of Turkey and the Supreme Allied Commander Europe on the special conditions applicable to the establishment and operation in Turkish territory of Allied Headquarters ultimately subordinate to the Supreme Headquarters Allied Powers Europe, dated 1956.

SECTION XI RESOLUTION OF DISPUTES

Any dispute or disagreement arising from the interpretation and implementation of this Arrangement will be settled only by consultation and mutual assent between the parties and will not be referred to any third party or tribunal for settlement. Done at....., this.....day of.....2005, in duplicate, in the Turkish and English languages, each text being equally authentic.

SECTION XII EFFECTIVE DATE, DURATION, AMENDMENT & TERMINATION

12.1 This arrangement enters into force on the date of receipt of the later notice whereby the Parties inform each other of the fulfilment of all internal procedures necessary for its entry into force.

12.2 This Arrangement may be amended by written consent of the Parties.

12.3 This Arrangement may be terminated at any time by either of the Parties. The Party intending to terminate the Arrangement will endeavour to give at least three months written notice of this intention. In the event that it is not possible for a Party to provide three months written notice of its intention to terminate, the termination date will be arrived at by mutual consent.

12.4 Upon notice of intention to terminate this Arrangement, the Parties will consult with a view to mitigating any financial or other consequences to either participant.

12.5 Unless termination has been notified in accordance with paragraph 12.3 above, this Arrangement will remain in force in time of peace, tension and crisis, and war.

For the Representative of the United States Air Forces in Europe For the Representative of the General Staff of the Republic of Turkey
[Signature] [Signature]
Vern M. FINDLEY II
Brigadier General, USAF
Director of Plans and Programs Nazim ALTINTAŞ
Brigadier General, TUR A
Date: 10 February 2005 Date: 05 January 2005

Certified to be a true and complete copy of the original.
HQ USAFE/A5ZF [Signature]

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ANNEX A
NATIONAL SUPPORT UNIT

1. Services to be provided by the Host Nation will include:
 - a. Utilities such as pure water, electricity, and heating.
 - b. Performance of regular preventive maintenance inspection and repair on the building structure, equipment, fixtures and systems (the tenant will be responsible for any expenditure on maintenance for damage to the interior of the NSE office),
 - c. Fire prevention services, as well as maintenance and repair of installed fire fighting equipment and installed fire-extinguishing systems,

- d. Disposal of solid waste,
- e. Street cleaning and winter supplies,
- f. Janitorial Services and window cleaning,
- g. Cultivation and maintenance of landscaped areas adjacent to NSE building,
- h. Control of epidemics and pest,
- i. Any other support as mutually agreed from time to time.
- j. Administrative Telephone Services, Telegraph Services, Postal Services, Surface Transport and Reproduction/Photographic/Geographic Services. The Sending Nation will normally make its own arrangements for these services. In the event that these services are requested and supplied by the Host Nation, the Sending Nation will pay the actual cost to the Host Nation.
- k. NATO connectivity for US Army NATO NSE personnel: To facilitate communications between the USA NATO NSE personnel and the US NATO forces, infrastructure and connectivity for one IVSN line is needed from the Host Nation. Should bandwidth/usage increase significantly, the Sending Nation will pay the actual cost to the Host Nation.

2. Charges:

- a. The reimbursable charges for the actual cost USA NSE will be computed at 22.39 EURO (for 2004) per square meter per month. This rate is all-inclusive and is based on local utilities, maintenance and service charges. This rate will be assessed annually (including the period since 01 SEP 2002) and adjusted on a mutually agreeable basis. All other services excluding those aforementioned will be paid by USA NSE.
- b. Total office space assigned to USA NSE is 156.089 m². Charge for the USA NSE office is 3494.83 EURO per month (for 2004).
- c. Charges will be paid to OYAKBANK, account number 3245908–MY–001.

3. Security:

- a. The members of Sending Nation working in HQ NRDC–T and NSE shall comply with all security requirements prescribed by HQ NRDC–T.
- b. The Sending Nation shall be responsible for the safeguarding of NATO classified information, material and equipment entrusted to him or generated by him.

c. NSE is responsible for the security of the USA NSE workspace in the building during working hours. HQ NRDC-T is responsible for the security of the building outside the working hours.

EDITOR'S NOTE

[a] As per the State Department:

International Agreement 05-228 has an omission that will be corrected at a later date.