

Agreement of Cooperation.

04-407

Between

the Government of the United States of America and

the Government of the Republic of Ecuador

Concerning

United States Access to and Use of Installations at the

Ecuadorian Air Force Base in Manta for Aerial Counter-Narcotics Activities

For the purpose of intensifying international cooperation for aerial detection, monitoring, tracking and control of illegal narcotics activity, as called for in international legal and political instruments, such as the Convention of the United Nations of 1988 against the Illicit Traffic in Narcotic Drugs and Psychotropic Substances, the Action Plan of the Summit of the Americas of 1998; the Hemispheric Anti-Drug Strategy and applicable counter-narcotics bilateral agreements in force;

Conscious of the need to advance in the fight against the illicit traffic of narcotics and sharing responsibility for insuring that all aspects of the phenomenon are approached in a unified and balanced manner, taking into account their respective available strengths and national resources;

Concerned by the noxious effects that illicit drugs have on their economies, ethical values, public health, as well as on their political and social structure and the stability of their democratic institutions;

Considering that one of the fundamental missions of the Ecuadorian Air Force is the control and vigilance of the air space of the nation's territory, and that the illegal activities of international narcotics trafficking constitute crimes and violate the air space of Ecuador;

Taking into account the existing bilateral cooperation between Ecuador and the United States in this international endeavor and, in particular, the interim Agreement concluded on April 1, 1999 to facilitate access to and use of the installations of the Ecuadorian Air Force in Manta for the activities of aerial detection, monitoring, tracking and control of illegal narcotics trafficking operations;

Recognizing that, in support of this joint strategic effort to advance international cooperation in the suppression of illegal narcotics activity, the United States of America continues to commit significant national resources to this endeavor;

Desiring to establish the terms and conditions for greater long-term collaboration between Ecuador and the United States to strengthen their common purposes in this matter; the Government of the United States of America and the Government of the Republic of Ecuador (hereinafter "the Parties") hereby agree as follows:

Article I (Definitions)

For purposes of this Agreement:

1. "United States personnel" shall refer to the military and civilian personnel of the United States Government who are present in Ecuador in connection with this agreement.
2. "Military personnel" shall refer to members of the United States Armed Forces who are present in Ecuador in connection with this agreement.
3. "Civilian personnel" shall refer to civilian employees of the United States Government who are present in Ecuador in connection with this agreement.
4. "Forward Operating Location (FOL) entities" shall refer to business organizations and individuals, and their employees, that have entered into contracts with the United States Government in connection with this agreement.
5. "Dependents" shall refer to members of the families of United States personnel assigned permanently to the Ecuadorian Air Force Base in Manta who form part of their respective households and who are not nationals of Ecuador.
6. "Aircraft riders" shall refer to cooperating officials of the Ecuadorian Air Force or to representatives of third states who are invited to participate in aerial sorties to facilitate the performance of aerial counter-narcotics detection, monitoring, tracking and control missions in connection with this agreement.
7. "Installations" shall refer to those structures and areas to which the United States is authorized access and use, pursuant to the terms of this agreement.

Article II (Purposes of Agreement and Authorization)

For the sole and exclusive purpose of supporting aerial detection, monitoring, tracking, and control of illegal narcotics trafficking:

A. The Government of the Republic of Ecuador agrees to:

1. Allow United States personnel, their dependents, and FOL entities access to and use of the Ecuadorian Air Force Base in Manta as well as to the Port of Manta and related installations at or in the vicinity of Manta Air Force Base.
2. Allow aircraft, vessels, and vehicles operated by or for the United States in connection with this agreement to use such air base, as well as ports and related installations at or in the vicinity of Manta Air Force Base.
3. Facilitate the provision of information to the competent authorities of the United States of America for the purpose of contributing to the success of the aerial counternarcotics operations.

B. The Government of the United States agrees, in accordance with applicable authorization, appropriation and other requirements, to:

1. Facilitate the provision of information to the Ecuadorian Air Force and other competent authorities of the Republic of Ecuador, to promote the purposes of this agreement.
2. Construct or improve infrastructure at Manta Air Force Base to facilitate United States aerial counterdrug operations.
3. Explore opportunities to enhance Ecuadorian and United States interoperability in aerial counterdrug operations.

Article III (Interdiction Operations)

Interdiction operations in Ecuadorian territory are the exclusive responsibility of the Republic of Ecuador.

Article IV (Aircraft Flight and Overflight Procedures)

Aircraft operated by or for the United States in connection with this agreement are authorized to over-fly Ecuadorian territory and to land at and depart from the Ecuadorian Air Force Base in Manta. Such activities shall be in accordance with procedures as agreed by both Parties.

Article V (Command and Control Arrangements)

1. Operations by United States personnel shall be conducted pursuant to command and control arrangements between the competent authorities of the Parties.
2. The Ecuadorian Air Force shall maintain control of all air traffic in Ecuador in connection with this agreement.

Article VI (Respecting Local Laws)

United States personnel shall respect the laws in effect in Ecuador and shall abstain from any activity inconsistent with the purposes of this agreement. Authorities of the United States shall take the necessary measures to that end.

Article VII (Status of United States Personnel and Their Dependents)

1. The Government of the Republic of Ecuador shall accord to United States personnel and their dependents who are in Ecuador status equivalent to that provided to administrative and technical staff of the United States Embassy under the Vienna Convention of April 18, 1961.
2. Said personnel shall not be immune from the civil and administrative jurisdiction of the Republic of Ecuador for acts performed outside the course of their duties. The authorities of the United States shall give sympathetic consideration to a request for a waiver of immunity in cases which the authorities of Ecuador consider to be of particular importance.
3. In the event that Ecuadorian authorities temporarily detain any United States personnel or their dependents, the Ecuadorian authorities shall immediately notify the authorities in charge of United States operations under this agreement in Ecuador, and shall coordinate their prompt return to the pertinent authorities of the United States.

Article VIII (Entry, Exit and Travel Documentation)

1. The authorities of the Republic of Ecuador shall permit United States personnel entry into and exit from the Republic of Ecuador solely with appropriate United States identification and with collective movement or individual travel orders. For the purposes of accreditation and issuance of appropriate documentation, the United States authorities shall notify the authorities of the Republic of Ecuador of the names of United States personnel permanently assigned to the Ecuadorian Air Force Base in Manta and their dependents. Such permanently assigned personnel and dependents shall require passports and visas.

2. Similarly, Ecuadorian authorities shall authorize the entrance into and exit from the Republic of Ecuador for FOL entities of the United States on the basis of passports alone. Visas shall not be required. The authorities of the United States must provide Ecuadorian authorities with a list of the FOL entities.
3. The authorities of the Republic of Ecuador shall apply appropriate immigration procedures to facilitate the prompt entry and exit of United States personnel and their dependents, FOL entities, and aircraft riders arriving in and departing from Ecuador in connection with this agreement. Such personnel, dependents, FOL entities, and aircraft riders entering into and exiting from the Republic of Ecuador at the Ecuadorian Air Force Base in Manta shall be exempt from entry and exit fees or other departure taxes.

Article IX (Importation, Exportation, and Acquisitions)

1. The authorities of the Republic of Ecuador shall exempt from all import and export procedures, duties, direct or indirect taxes, and other charges leviable in the Republic of Ecuador any products, equipment, materials, supplies, and other property imported into or exported from the Republic of Ecuador by or on behalf of the United States Government in connection with this agreement.
2. Title to such property shall remain with the United States Government or its FOL entities, as appropriate. Such property may be freely transported out of the Republic of Ecuador or transferred to persons or entities within Ecuador who are entitled to the exemptions in Paragraph 1 of this Article. Persons or entities in Ecuador who acquire such property and are not exempt, shall pay all applicable fees, duties, taxes and other charges.
3. Personal baggage and effects of United States personnel and their dependents, or of FOL entities imported into, acquired in, used in, or exported from Ecuador shall be exempt from all import and export procedures, fees, duties, direct and indirect taxes, and other charges otherwise leviable in Ecuador.
4. United States personnel permanently assigned to the Ecuadorian Air Force Base in Manta, who are duly accredited by the Ministry of Foreign Relations, and their dependents, shall be exempt from any import and export procedures, fees, duties, direct and indirect taxes, and other charges, on their household effects.

5. In consideration of the Government of Ecuador's tax system and especially its application to the acquisition of goods and services in Ecuador by or on behalf of the United States Government in connection with this agreement, the Government of Ecuador, as its contribution to the overall counter-drug effort, agrees to establish an account for the purpose of providing administrative control, support, and relief from charges accruing to the United States Government under such system. The details of this contribution will be specified separately by the Parties.

Article X (Use of Installations)

The authorities of the Republic of Ecuador grant, without cost, to the United States, use of installations necessary for agreed activities, including construction activities, at the Ecuadorian Air Force Base in Manta.

Article XI (Forward Operating Location Entities)

1. The Government of the United States, in accordance with its authorization, appropriation, contracting, and other applicable laws and regulations, may award contracts for the acquisition of goods and services, including construction, in connection with this agreement.
2. The Government of the United States may acquire goods and services from any source and may also carry out construction works and other services with its own personnel. Without excluding other possibilities, FOL entities may employ citizens of Ecuador to the maximum extent practicable consistent with the terms of this article.

Article XII (Construction)

1. With prior authorization from the Ecuadorian Air Force, the United States may undertake new construction or improve, modify, remove, or repair the existing structures and areas at the Ecuadorian Air Force Base in Manta, in order to meet needs in connection with this agreement.
2. All construction shall be subject to verification by the Ecuadorian Air Force to ensure it meets such prior authorization.
3. Within the Ecuadorian Air Force Base in Manta, these activities shall be exempt from construction permits and fees provided under the laws of the Republic of Ecuador.
4. At the termination of use of installations constructed or modified in connection with this agreement, the United States shall, after due consultations between the Parties, transfer such installations to the Republic of Ecuador.

Article XIII (Utilities)

The United States and its FOL entities may use water, electricity, and public utilities and services for construction, improvement, and use of the installations provided for in this agreement. The United States and its FOL entities shall pay charges for services requested and received; said charges shall be at the same terms and conditions as for the Ecuadorian Air Force at its base in Manta. The governmental authorities of Ecuador shall, upon request, assist United States authorities in obtaining water, electricity, and other public utilities and services.

Article XIV (Administrative Facilitation)

The governmental authorities of the Republic of Ecuador agree to facilitate for the United States Government and its FOL entities, in a timely fashion, permits and other administrative requirements necessary for this agreement. The governmental authorities of the Republic of Ecuador waive, to the extent possible, any costs or fees associated with such requirements.

Article XV (Security, Uniforms and Weapons)

1. The physical security of the Ecuadorian Air Force Base in Manta is the responsibility of the appropriate authorities of the Ecuadorian Air Force.
2. United States personnel are authorized to wear uniforms and carry weapons while on duty, if authorized to do so by their orders. The carrying of weapons shall be limited to the Ecuadorian Air Force Base in Manta.
3. Authorities of Ecuador and the United States, respectively, shall consult and take such steps as may be necessary to ensure the security of United States personnel and property.
4. Details of these procedures shall be set forth in agreed implementing arrangements.

Article XVI (Landing and Port Fees and Pilotage)

Aircraft operated by or for the United States in connection with this agreement shall not be subject to the payment of landing, parking, air navigation or over-flight charges when operating to and from the Ecuadorian Air Force Base in Manta. However, the United States shall pay reasonable charges for services requested and received. Vessels owned or operated by the United States solely on United States Government non-commercial service shall receive, at Ecuadorian naval bases, the same treatment as vessels of the Ecuadorian Navy.

Article XVII (Licenses and Vehicle Registration)

1. Ecuadorian authorities will accept as valid those vehicle drivers licenses or operator permits that have been issued by appropriate authorities in the United States to United States personnel, dependents, and FOL entities, and these shall be free of additional payments or examinations. Vehicles that are the property of or operated by or for the United States Government or United States personnel shall be exempt from any inspection, licensing, or titling requirements of the Government of Ecuador, but must have appropriate identification insignia issued by appropriate transit authorities of the Republic of Ecuador.
2. United States personnel shall obtain insurance coverage consistent with the laws and practices of the Republic of Ecuador for their privately owned vehicles.
3. Authorities of Ecuador shall also accept as valid, professional credentials and licenses issued to United States personnel and FOL entities by appropriate United States authorities.

Article XVIII (Personal Tax Exemptions)

1. Periods during which United States personnel and their dependents are in the Republic of Ecuador shall not be considered periods of legal residence or domicile for the purpose of taxation under the law of Ecuador.
2. The Republic of Ecuador agrees that United States personnel and their dependents shall not be liable to pay any tax in Ecuador on income received as a result of their service under this agreement or on income derived from sources outside Ecuador.
3. The Republic of Ecuador exempts United States personnel and their dependents from taxation in Ecuador on the ownership, possession, use, transfer to other United States personnel or their dependents, or transfer by death, of property which is present in Ecuador due solely to the presence of these persons in Ecuador in connection with this agreement.
4. The provisions of this article shall also apply to FOL entities who are not nationals of or normally resident in the Republic of Ecuador, and who are acting on behalf of the United States Government solely in connection with this agreement.

Article XIX (Claims)

1. The Governments of the United States of America and the Republic of Ecuador waive any and all claims, other than contractual claims, against each other for damage, loss, or destruction of government property arising from activities in connection with this agreement, or for injury or death suffered by personnel of either government while engaged in the performance of their duties.
2. The Government of the United States of America shall pay under applicable United States law compensation in settlement of claims by third parties. Such claims shall be filed with the authorities in charge of United States operations under this agreement in Ecuador. United States authorities shall process such claims promptly, in accordance with United States law.
3. Contractual claims shall be settled by the arrangements set forth in the respective contracts.

Article XX (Postal, Services, and Communications)

1. The United States may establish, maintain, operate, and use military postal and other service installations for the morale, welfare, and recreation of United States personnel and their dependents, FOL entities and aircraft riders.
2. The United States may establish a satellite receiving station for the receipt of radio and television programs, and other telecommunications broadcasts. Such programs and broadcasts may be transmitted to installations on the Ecuadorian Air Force Base in Manta.
3. Authorities of Ecuador shall permit the United States to use radio and telecommunications in the course and in support of its activities in connection with this agreement. The radio frequencies and telecommunications spectrum to be used shall be the subject of separate discussions and arrangements by the Parties.
4. All activities referred to in this Article shall be exempt from inspections, licensing, regulation, duties, taxes (direct and indirect), charges, and fees imposed by the Republic of Ecuador.

Article XXI (Mechanisms for Implementation and Amendment)

1. With a view to strengthen the regional effort to fight narcotics trafficking, the Governments of the Republic of Ecuador and the United States shall start consultations with other nations of the region to intensify cooperation in this field.
2. The Parties may enter into more detailed implementing arrangements as required to carry out the provisions of this agreement.
3. The Parties shall periodically review the implementation of this agreement. Upon the request of either Party, the Parties shall consider any proposed amendments to the terms of this agreement. This agreement may be amended in writing as mutually agreed and executed by authorized representatives of the Parties. A copy of all amendments shall be dated, consecutively numbered, and appended to each copy of this document.

Article XXII (Resolution of Disputes)

Any disagreements that may arise from the application of this agreement, or its implementing arrangements, shall be settled through consultation between the appropriate authorities of the Parties.

Article XXIII (Entry into Force and Duration)

This agreement shall enter into force on the date that the Parties exchange diplomatic notes indicating that all necessary internal procedures for entry into force of the agreement have been completed. This agreement shall remain in force for an initial term of ten (10) years, and thereafter may be renewed for additional periods of five years, upon agreement by both Parties.

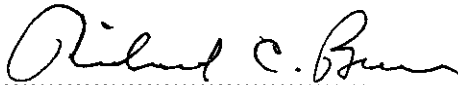
Article XXIV (Termination)

Following the initial ten (10) year term, either Party may terminate this agreement by giving written notice to the other Party. The termination shall be effective one year from the date of such notice.

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

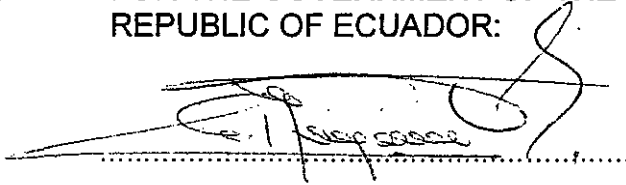
DONE at Quito in duplicate, in the English and Spanish languages, both texts being equally authentic this 12 day of November 1999.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



Richard C. Brown
Special Negotiator
Western Hemisphere Affairs

FOR THE GOVERNMENT OF THE
REPUBLIC OF ECUADOR:



Benjamín Ortiz Brennan
Minister of Foreign Relations

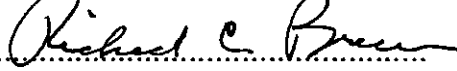
**Implementing Arrangement for Article IX (5) of the
"Agreement of Cooperation Between the Government of the United States
of America and the Government of the Republic of Ecuador Concerning
United States Access to and Use of Installations at the Ecuadorian Air
Force Base in Manta for Aerial Counter-Narcotics Activities"**

Regarding the Ecuadorian tax system in connection with the above-referenced agreement (hereafter, "the Agreement"), the Government of Ecuador shall establish a special account ("the account") to advance credits to the Government of the United States in connection with the Agreement. The Government of Ecuador shall designate an appropriate official to administer the account and implement this arrangement.

Credits from the account shall be available to the Government of the United States to be applied to any taxes, including value added taxes ("IVA"), that may be applicable to group/bulk transactions in connection with the Agreement. Such credits shall be in an amount equal to the taxes applicable in each case, and shall be available for use at the time of each transaction.

In furtherance of this arrangement, the following procedures shall be followed. Prior to the transaction, the United States Government contracting officer, its agent, or FOL entity (contractor) will notify the designated official of the Government of Ecuador in writing of the cost of the transaction and the taxes pertaining thereto. The designated Ecuadorian official will then approve a credit from the above-referenced account in the appropriate amount, and provide the U.S. officer, agent, or FOL entity with the relevant documentation. The officer, agent, or FOL entity will then present such documentation to the vendor or other official designated by the Government of Ecuador in satisfaction of the relevant taxes. The vendor will in turn present the documentation to the relevant authorities of the Government of Ecuador, as appropriate, in the normal course of business. Upon request, copies of the relevant contract with the vendor or other applicable documentation shall be made available to the designated Ecuadorian official by the United States Government contracting officer, its agent, or FOL entity.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:


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Richard C. Brown
Special Negotiator
Western Hemisphere Affairs

FOR THE GOVERNMENT OF THE
REPUBLIC OF ECUADOR:


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Benjamin Ortiz Brennan
Minister of Foreign Relations

Quito, 12 day of November 1999