

DEFENSE

Acquisition and Cross-Servicing

Agreement Between the
UNITED STATES OF AMERICA
and the CZECH REPUBLIC

Signed at Prague November 19, 1996

with

Annex



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

CZECH REPUBLIC

Defense: Acquisition and Cross-Servicing

*Agreement signed at Prague November 19, 1996:
Entered into force November 19, 1996.
With annex.*

**ACQUISITION AND CROSS-SERVICING AGREEMENT
(US-CZ-01)
BETWEEN
THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE
OF THE CZECH REPUBLIC**

19 November, 1996

The Ministry of Defense of the Czech Republic and the Department of Defense of the United States of America (hereinafter referred to as the Parties); for the purpose of establishing terms, conditions, and procedures to facilitate the reciprocal provision of logistics support, supplies, and services, have agreed as follows:

ARTICLE I

APPLICABILITY

1. This agreement is designed to facilitate reciprocal logistic support between the Parties to be used primarily during combined exercises, training, deployments, preparations for operations, operations, or other cooperative efforts, and for unforeseen circumstances or exigencies in which the recipient may have a need of logistic support, supplies and services.

TIAS 12815

2. This Agreement applies to the reciprocal provision of logistic support, supplies and services to the military forces of one Party by the other Party in return for either cash payment or the reciprocal provision of logistic support, supplies and services to the military forces of the other Party.

3. It is understood between the parties that acquisitions and transfers under this Agreement and any implementing arrangements executed hereunder are made subject to the availability of appropriations and acquisition and transfer limitations established by the laws and regulations of the Czech Republic and the United States.

4. The parties agree that the following items are not eligible for transfer under this Agreement and are specifically excluded from its coverage:

- a. weapons systems;
- b. military technology and major end items of equipment (except for the lease or loan of general purpose vehicles and other items of technology and non-lethal military equipment for which transfer is not prohibited by laws or regulations of the Czech Republic or the United States);
- c. initial quantities of replacement and spare parts associated with the initial order quantity of major items of organizational equipment covered in tables of allowances and distribution, tables of organization and equipment, and equivalent documents.
- d. guided missiles;
- e. naval mines and torpedoes;
- f. nuclear ammunition and included items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition;
- g. cartridge and air crew escape propulsion system (AEPS) components;
- h. chaff and chaff dispensers;
- i. guidance kits for bombs or other ammunition;
- j. chemical ammunition (other than riot control agents);
- k. source, byproduct, or special nuclear materials or any other material, article, data, or thing of value the transfer of which is subject to the U.S. Atomic Energy Act of 1954 (title 42, United States Code, section 2011, et seq.) and the respective laws and regulations of the Czech Republic.

ARTICLE II
DEFINITIONS

As used in this Agreement and in any Implementing Arrangements which provide specific procedures, the following definitions apply:

1. Logistic support, supplies and services. Food, water, billeting, transportation (including airlift), petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident thereto), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, calibration services, and airport and seaport services. Such term also includes the temporary use of general purpose vehicles and other items of military equipment of which transfer is not prohibited by laws or regulations of the Czech Republic or the U.S.
2. Implementing Arrangement. A written supplementary agreement related to the specific acquisition and/or transfer of logistic support, supplies and services, which sets forth additional details, terms and conditions which further define and carry out this Agreement.
3. Order. An order, when in its proper form and signed by an authorized official (see Article III, paragraph 2 below), is a request for the provision of specific logistic support, supplies and services pursuant to this Agreement and any applicable Implementing Arrangement.
4. Invoice. A document from the supplying Party which requests reimbursement or payment for specific logistic support, supplies and services rendered pursuant to this Agreement and any applicable Implementing Arrangements.
5. Transfer. Selling (whether for payment in currency, replacement in kind or exchange of supplies or services of equal value), leasing, loaning, or otherwise temporarily providing logistics support, supplies, and services under this agreement.

ARTICLE III
TERMS AND CONDITIONS

1. Each Party shall make its best efforts, consistent with national priorities, to satisfy requests from the other Party under this agreement for logistic support, supplies and services, during peacetime and during periods of national emergency, international tension or active hostilities.

2. The parties agree that the transfer of logistic support, supplies and services between the Parties shall be accomplished by Orders issued and accepted under this Agreement and any applicable Implementing Arrangement.
3. An Order may be issued against this Agreement alone without an Implementing Arrangement only when logistics support, supplies, and services are urgently required provided the Parties (or their designated representatives) agree.
4. An Implementing Arrangement may be negotiated on the part of the United States by Headquarters US European Command (EUCOM) or designated component commands for operations conducted within EUCOM area of responsibility or with EUCOM units. When operations are conducted outside EUCOM or with U. S. forces from another Unified Command, the respective EUCOM Service Components will assist in processing the requirements with the Czech party. An Implementing Arrangement may be negotiated on the part of the Czech Republic by the Ministry of Defense. When operations are conducted outside the territory of the Czech Republic, the respective Service component will assist in processing the requirement of the U.S. party.
5. Whether the transfer is accomplished by an Order under this Agreement alone or in conjunction with an Implementing Arrangement, the documents taken together must set forth all necessary details, terms, and conditions to carry out the transfer including the data elements in the Annex of this agreement.
6. The parties shall endeavor to adopt a standard Order form. An Implementing arrangement shall generally identify those personnel authorized to issue and accept Orders under that agreement. The Parties shall notify each other of specific authorizations or limitations on those personnel able to issue or accept Orders directly under this Agreement or under an Implementing Arrangement when the Implementing Arrangement does not state this information. In the case of the United States, these notifications shall go directly to the Component Command concerned. In the case of the Czech Republic, these notifications shall go to the individual Inspector of the component Service concerned as well as to the Ministry of Defense.
7. In all transactions involving the transfer of logistic support, supplies and services, the receiving Party agrees that such logistic support, supplies and services shall not be retransferred, either temporarily or permanently, by any means to other than the forces of the receiving Party without prior written consent of the supplying Party.

ARTICLE IV
REIMBURSEMENT

1. For any logistic support, supplies and services transactions, the Parties shall negotiate for payment either in cash in the currency specified by the supplying Party (a "reimbursable transaction") or in equal value to be defined in monetary terms only (an "exchange transaction"). The receiving Party shall pay the supplying Party under the conditions set out in either paragraph 1a or paragraph 1b of this Article.

a. Reimbursable transaction. The supplying Party shall submit Invoices to the receiving Party after delivery or performance of the logistic support, supplies and services. Both Parties shall maintain records of all transactions, and each Party shall provide for the payment of outstanding accounts not less frequently than every twelve months. Bills prepared by the supplying party shall be accompanied by necessary support documentation and paid within 30 days from the date received. In pricing a reimbursable transaction, the Parties agree to the following reciprocal pricing principles:

– In the case of specific acquisition by the supplying Party from its contractors for a receiving Party, the price shall be no less favorable than the price charged the armed forces by the contractor of the supplying Party for identical items or services, less any amount excluded by Article V of this Agreement. The price charged may take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

– In the case of transfer from the supplying Party's own resources, the supplying Party shall charge the same price it charges its own forces for identical logistic support, supplies and services, as of the date the Order is accepted, less any amounts excluded by Article V of this Agreement. In any case where a price has not been established or charges are not made for one's own forces, the Parties shall agree on a price in advance, excluding charges that are precluded under these reciprocal pricing principles.

b. Exchange transaction. Both Parties shall maintain records of all transactions. The receiving Party shall pay by transferring to the supplying Party logistic support, supplies and services that are agreed between the Parties to be of equal monetary value to the logistic support, supplies and services delivered or performed by the supplying Party. If the receiving party does not complete the exchange within the terms of a replacement schedule agreed to or in effect at the time of the original transaction, within time frames which may not exceed one (1) year from the date of the original transaction, the transaction shall be

deemed reimbursable and governed by paragraph 1a above, except that the price shall be established using actual or estimated prices in effect on the date payment would otherwise have been due.

2. When a definitive price for the Order is not agreed upon in advance, the Order, pending agreement on final price, shall set forth a maximum limitation of liability for the Party ordering the logistic support, supplies and services. The Parties shall then promptly enter into negotiation to establish the final price.

3. The Invoice shall contain identification of the applicable Implementing Arrangement or in the absence thereof, refer to this Agreement and shall be in the format set forth by the supplying organization. The Invoice shall be accompanied by evidence of receipt by the party receiving the logistic support, supplies and services.

4. The Parties agree to grant each other access to documentation and information sufficient to verify, when applicable, that reciprocal pricing principles have been followed and prices do not include waived or excluded costs. Points of contact will be identified on each Implementing Arrangement to validate expenses or research charges on an as-required basis.

5. No provision in this Agreement shall serve as a basis for an increased charge for logistic support, supplies and services, if such logistic support, supplies and services would be available without charge or for a lesser charge under the terms of another agreement.

ARTICLE V**WAIVED OR EXCLUDED COSTS**

1. The provisions of any tax and customs relief agreements in which the U.S. and Czech Republic are parties applicable to the acquisition of materials, services, supplies, and equipment by the receiving Party shall apply to logistic support, supplies and services transferred under this Agreement.
2. The parties shall cooperate to provide proper documentation to maximize tax relief. In the case where taxes or customs duties for which a receiving Party would ordinarily have an exemption have already been paid by the supplying Party and cannot be recovered, the supplying Party shall advise the receiving Party prior to agreeing to the transaction.

In such a case the receiving Party may, if practicable, replace the supplies as an exchange transaction in lieu of reimbursement for the supplies. If exchange is not practicable, the price paid by the receiving Party shall include only those taxes or customs duties not recoverable by the supplying Party.

ARTICLE VI**PROTECTION OF CLASSIFIED INFORMATION**

Classified information and material provided or generated pursuant to this Agreement shall be protected in compliance with the Security Agreement Between the Government of the Czech Republic and the Government of the United States of America Concerning Security Measures for the Protection of Classified Military Information, 19 Sep 95, Prague, Czech Republic.¹

ARTICLE VII**DISPUTES**

Any disagreements regarding the interpretation or application of this Agreement or any implementing arrangements executed hereunder shall be resolved through consultation between the parties and shall not be referred to any international tribunal or third party for settlement.

¹ TIAS 12245.

ARTICLE VIII**EFFECTIVE DATE AND TERMINATION**

1. This Agreement, inclusive of Annex, will enter into force on the date of signature and will remain in force until terminated by one of the Parties. The termination will become effective 180 days after receipt of written notice by the other Party.

2. Either Party may, at any time, request revision of this Agreement by giving the other Party 90 days advance written notice. In the event such a request is made, the two Parties shall promptly enter into negotiations. This Agreement may only be amended by written agreement between the Parties.

Done in Prague on 19 November, 1996, in two originals in the English and Czech ¹ language, both texts being equally authentic.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES

John M. McDuffie

Major General, U.S. Army
Director, Logistics and
Security Assistance

FOR THE MINISTRY OF DEFENSE
OF THE CZECH REPUBLIC

Miroslav Kostelka

General Major
Inspector of Logistics
Armed Forces of the Czech Republic

¹ Czech text not received.

ANNEX

MINIMUM ESSENTIAL DATA ELEMENTS TO ORDER LOGISTICS SUPPORT

- (1) Implementing Arrangements
- (2) Date of Order
- (3) Designation and address of office to be billed
- (4) Numerical listing of stock numbers of items,
- (5) Quantity and description of material/services, or military numbers of material, if any.
- (6) Quantity furnished
- (7) Unit of measurement
- (8) Unit price in currency of supplying state.
- (9) Quantity furnished (6) multiplied by unit price (8)
- (10) Currency of supplying state.
- (11) Total Order as expressed in currency of supplying state.
- (12) Official stamp (Czech Republic only), name (typed or printed), signature, and title of authorized Ordering or requisitioning representative
- (13) Payee to be designated on remittance
- (14) Designation and address of office to receive remittance, account number and bank connection (Czech Republic only).
- (15) Date and recipient's signature acknowledging service or supplies received on the Order or requisition or a separate supplementary document
- (16) Document number of Order or requisition
- (17) Receiving organization
- (18) Issuing organization
- (19) Transaction type

- (20) Fund citation or certification of availability of funds when applicable under Parties' procedures
- (21) Date and place of original transfer; in the case of an exchange transaction, a replacement schedule including time and place of replacement transfer
- (22) Name, signature and title of authorized acceptance official
- (23) Additional special requirements, if any, such as transportation, packaging, etc.
- (24) Limitation of government liability
- (25) Name, signature, date and title of supplying Party official who actually issues supplies or services.