

**AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE REPUBLIC OF MALDIVES  
REGARDING  
STATUS OF FORCES AND ACCESS TO AND USE OF FACILITIES  
IN THE MALDIVES**

The United States of America (hereinafter, "the United States") and the Republic of Maldives, hereinafter referred to collectively as "the Parties" and singularly as a "Party";

Seeking to advance defense cooperation as reflected in recent discussions between representatives of the Parties regarding issues related to mutually agreed activities by United States Armed Forces in the Republic of Maldives;

Recalling the Acquisition and Cross-Servicing Agreement (US-MV-01) between the Department of Defense of the United States of America and the Maldives National Defense Force, signed in Kurumba, Maldives on September 22, 2010,

*Have agreed as follows:*

**ARTICLE I**

**Definitions**

1. "United States personnel" means members of the United States Armed Forces and civilian employees of the United States Department of Defense.
2. "United States forces" means the entity comprising United States personnel and all property, equipment, and materiel of the United States Armed Forces present in the Republic of Maldives.

3. "United States contractors" means non-Maldivian companies and firms, and their employees who are not nationals of the Republic of Maldives, under contract to the United States Department of Defense.

4. "Agreed Facilities and Areas" means the facilities and areas in the territory and territorial seas of the Republic of Maldives provided by the Republic of Maldives and listed in Annex A hereto, and such other facilities and areas in the territory and territorial seas of the Republic of Maldives as may be provided by the Republic of the Maldives in the future, to which United States forces and United States contractors shall have the right to access and use pursuant to this Agreement.

## ARTICLE II

### Scope

This Agreement incorporates the principal provisions and necessary authorizations for the temporary presence and activities of United States forces in the Republic of Maldives and, in the specific situations indicated herein, the presence and activities of United States contractors in the Republic of Maldives.

## ARTICLE III

### Personnel Matters

1. United States personnel shall be accorded the privileges, exemptions, and immunities equivalent to those accorded to the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations of April 18, 1961.

2. The Republic of Maldives recognizes the particular importance of disciplinary control by United States Armed Forces authorities over United States personnel and, therefore, authorizes the United States to exercise criminal jurisdiction over United States personnel while in the Republic of Maldives.

3. United States personnel shall be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders.

4. United States personnel and United States contractors shall have freedom of movement and access to and use of agreed transportation, storage, training, and agreed facilities and areas in connection with activities under this Agreement.

## ARTICLE IV

### Entry and Exit

United States personnel may enter and exit the Republic of Maldives with United States identification and with collective movement or individual travel orders.

## ARTICLE V

### Licenses

1. The Republic of Maldives shall accept as valid all professional licenses issued by the appropriate United States authorities to United States personnel and United States contractors for the provision of services to authorized personnel.
2. The Republic of Maldives shall accept as valid, without a fee or driving test, driving licenses or permits issued by the appropriate United States authorities to United States personnel and United States contractors for the operation of vehicles.

## ARTICLE VI

### Importation, Exportation, and Taxes

1. United States personnel shall not be liable to pay any tax or similar charge assessed within the Republic of Maldives.
2. United States contractors shall not be liable to pay any tax or similar charge assessed within the Republic of Maldives in connection with activities under this Agreement.
3. United States personnel may import into, export out of, and use in the Republic of Maldives any personal property, equipment, supplies, materiel, technology, training, or services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within the Republic of Maldives.
4. United States contractors may import into, export out of, and use in the Republic of Maldives any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with United States forces in connection with activities under this Agreement. Such importation,

exportation, and use shall be exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within the Republic of Maldives.

## **ARTICLE VII**

### **Security**

The United States and the Republic of Maldives shall cooperate to take such measures as may be necessary to ensure the security and protection of United States forces and official information in the Republic of Maldives.

## **ARTICLE VIII**

### **Movement of Aircraft, Vehicles, and Vessels**

1. Vessels and vehicles operated by or, at the time, exclusively for United States forces may enter, exit, and move freely within the territory and territorial seas of the Republic of Maldives, and such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls.
2. Vessels and aircraft owned or operated by or, at the time, exclusively for the United States shall not be subject to the payment of landing, parking, or port fees, pilotage charges, lightering, and harbor dues at facilities owned and operated by the Government of the Republic of Maldives.
3. Aircraft owned and operated by or, at the time, exclusively for the United States shall not be subject to payment of navigation, overflight, terminal, or similar charges when in the territory of the Republic of Maldives.
4. United States forces shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Armed Forces of the Republic of Maldives.
5. Aircraft and vessels of the United States shall be free from boarding and inspection.

## **ARTICLE IX**

### **Contracting**

1. The United States may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the Republic of

Maldives without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment, or services. Such contracts shall be solicited, awarded, and administered in accordance with the laws and regulations of the United States.

2. Acquisition of articles and services in the Republic of Maldives by or on behalf of the United States in connection with activities under this Agreement shall not be subject to any taxes or similar charges in the Republic of Maldives.

## ARTICLE X

### Use of Agreed Facilities and Areas

1. The Republic of Maldives hereby provides and grants the United States access to and use of aerial ports, sea ports, and Agreed Facilities and Areas. United States forces may use such aerial ports, sea ports, and Agreed Facilities and Areas for: transit, support, and related activities; bunkering of ships; refueling of aircraft; maintenance of vessels, aircraft, vehicles, and equipment; accommodation of personnel; communications; ship visits; training; exercises; humanitarian activities; and for such other purposes as the Parties may agree.
2. The Republic of the Maldives authorizes United States forces to exercise all rights and authorities within Agreed Facilities and Areas that are necessary for their use, operation, defense, or control, including the right to undertake new construction works and make alterations and improvements. United States personnel and United States contractors may carry out such construction, alterations, and improvements. As practicable and in consultation with the Republic of Maldives, the United States intends to use existing facilities in the Republic of Maldives without such construction, alterations, and improvements.
3. The Republic of Maldives hereby authorizes United States forces to control entry to Agreed Facilities and Areas that have been provided for exclusive use by United States forces, and to coordinate entry with Republic of Maldives authorities at joint-use agreed facilities and areas, for purposes of safety and security. United States forces are hereby authorized to conduct activities in the vicinity of each such Agreed Facility and Area as United States personnel determine are necessary to ensure the safety of United States forces and United States contractors and to secure such facilities and areas.

4. The Republic of Maldives shall furnish, without charge to the United States, all Agreed Facilities and Areas, including facilities and areas jointly used by the United States and the Republic of Maldives.

5. Unless otherwise agreed by the Parties, the United States shall be responsible for the construction, development, operations, and maintenance costs for Agreed Facilities and Areas provided for the exclusive use of United States forces. Construction, development, operations, and maintenance costs for Agreed Facilities and Areas provided for joint use, or otherwise used jointly, shall be shared on the basis of proportionate use, unless otherwise agreed.

## ARTICLE XI

### Telecommunications

The Republic of Maldives recognizes that it may be necessary for United States forces to use the radio spectrum. United States forces shall be allowed to operate its own telecommunication systems (as telecommunication is defined in the 1992 Constitution and Convention of the International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio spectrum for this purpose. Use of the radio spectrum shall be free of cost to the United States.

## ARTICLE XII

### Claims

Each Party waives any and all claims (other than contractual claims) against the other for damage to, loss of, or destruction of its property or injury or death to personnel of either Party's armed forces or their civilian personnel arising out of the performance of their official duties in connection with activities under this Agreement. Claims by third parties for damages or loss caused by United States personnel shall be resolved by the United States in accordance with United States laws and regulations.

## ARTICLE XIII

### Property Ownership

1. The Republic of Maldives shall retain ownership of, and title to, Agreed Facilities and Areas owned by the Republic of Maldives.

2. The United States shall return to the Republic of Maldives any Agreed Facility or Area, or portion thereof, including non-relocatable structures and assemblies constructed, modified, or improved by the United States, once no longer required by United States forces. The Parties shall consult regarding the terms of return of any Agreed Facility and Area, including possible compensation for improvements or construction.

3. Notwithstanding the terms of this Article, United States personnel and United States contractors shall retain title to all equipment, materials, supplies, relocatable structures, and other property they have imported into or acquired within the Republic of Maldives in connection with this Agreement.

#### **ARTICLE XIV**

##### **Implementation**

1. The Parties may enter into implementing arrangements to carry out the provisions of this Agreement. In the event of conflict between an implementing arrangement and this Agreement, the terms of this Agreement shall govern.

2. The obligations of the United States under this Agreement are subject to the availability of appropriated funds authorized for such purposes.

#### **ARTICLE XV**

##### **Settlement of Disputes**

All disputes shall be resolved exclusively through consultation between the Parties. Disputes and other matters subject to consultation under this Agreement shall not be referred to any national or international court, tribunal, or similar body, or to any third party for settlement, unless otherwise mutually agreed.

#### **ARTICLE XVI**

##### **Entry into Force, Amendment, and Termination**

1. This Agreement shall enter into force on the date of the last note exchanged between the Parties, through diplomatic channels, indicating that their respective internal requirements for entry into force of the Agreement have been satisfied.

2. Upon entry into force, this Agreement shall supersede the Agreement between the Parties regarding Military and Department of Defense Civilian Personnel, effected by the Exchange of Notes on December 31, 2004.

3. The Parties may amend this Agreement at any time with mutual consent, and such amendments shall enter into force in accordance with paragraph 1 of this Article.

4. This Agreement shall have an initial term of ten years, and thereafter, it shall continue in force automatically unless terminated by either Party upon one year's written notice to the other Party through diplomatic channels.

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

DONE at \_\_\_\_\_, \_\_\_\_\_, in duplicate in English, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

FOR THE  
UNITED STATES OF AMERICA

FOR THE  
REPUBLIC OF MALDIVES