

IMPLEMENTING AGREEMENT
BETWEEN
GEORGIA
AND
THE NATO MAINTENANCE AND SUPPLY ORGANIZATION (NAMSO)
ON UNGUIDED MISSILE DEMILITARIZATION IN GEORGIA*

PREAMBLE

- Georgia and the NATO Maintenance and Supply Organization (NAMSO), hereinafter referred to as the Parties,
- Considering the provisions of Article 2.1 of the Memorandum of Understanding between Georgia and NAMSO on Logistics Support Cooperation signed on 1 October 2002 (the MOU),
- Desiring to conclude an Implementing Agreement on the demilitarization of unguided missiles under the PfP Trust Fund projects in Georgia,
- Desiring to establish the rights and obligations of the Parties during the period when the NATO Maintenance and Supply Agency (NAMSA) will implement the project on demilitarization of unguided missiles in the territory of Georgia,
- Have agreed as follows :

Article 1.

1.1. For the purpose of this Agreement, the following definitions shall apply:

- "Project" means the project implemented by NAMSA on the demilitarization of missiles in Georgia;
- "NAMSA personnel" means the military, civilian, and contractor personnel assigned or attached to or employed by NAMSA with the exception of personnel locally hired;
- "Contractor personnel" means technical experts or functional specialists whose services are required by NAMSA and who are in the territory of Georgia exclusively to serve NAMSA either in an advisory capacity in technical matters, or for the setting up, operation or maintenance of equipment, or provision of services unless they are local personnel;

* Secretarial Note: This Implementing Agreement amends and supersedes the Implementing Agreement at Annex C signed on 13 June 2005.

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- "Local personnel" means nationals of Georgia or persons ordinarily resident in Georgia.

1.2. For the purpose of implementation of this Agreement, the NAMSO is represented by the NATO Maintenance and Supply Agency (NAMSA).

Article 2.

- 2.1. NAMSA will be the Executing Agent for this project.
- 2.2. Lithuania, Latvia and Estonia will act as the Lead Nations for the project on demilitarization of unguided missiles in Georgia.
- 2.3. NAMSA will be responsible for the implementation and management of the project on behalf of the Lead Nations.

Article 3.

- 3.1. The project will be managed under the guidelines applicable to the NATO Partnership for Peace (PfP) Trust Fund.
- 3.2. NAMSA will award contracts to a suitable technically qualified entity in Georgia for the demilitarization of S-8 Air to Surface unguided missiles located at the former air and military ammunition base at VARTSIKHE, and Alazan and Kristall anti-hail rockets located at the DEDOPLISTKARO military base. NAMSA will provide resources to assist in establishing and equipping the suitable technically qualified entity, including the provision of specialist plant and equipment. The project will support the development of Georgian resources for the demilitarization of explosive ordnance.
- 3.3. Georgia's in kind contribution to the project will be the provision of transport including fuel and labour to move the rocket and unguided missiles and their components to PONICHALA and VAZIANI. Georgia will also be responsible for the overall security of rockets and unguided missiles during transportation to the demilitarization site and for the physical security of the demilitarization site. Georgia will nominate senior officials of the Ministry of Foreign Affairs and the Ministry of Defence who shall be responsible for liaison with NAMSA and ensuring the implementation of Georgia's contributions to the project.

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Article 4.

- 4.1. In addition to the extension, where appropriate, of provisions of the NATO PfP Status of Forces Agreement signed 19 June 1995 (ratified 1 May 1997) to all military, civilian and contractor personnel who may be present in Georgia in support of PfP Trust Fund demilitarization projects, Georgia and NAMSO agree to these additional provisions.
- 4.2. Without prejudice to their privileges and immunities under this Agreement, all NAMSA personnel shall respect the laws applicable in Georgia, insofar as compliance with those laws is compatible with the entrusted tasks/mandate; they shall refrain from activities not compatible with the nature of such tasks/mandate.
- 4.3. NAMSA personnel shall be diplomatically immune from all legal process, whether civil, administrative or criminal, arising out of any acts or omissions within the territory of Georgia. NAMSA personnel, under all circumstances and at all times, shall be subject exclusively to their own national jurisdiction in respect of any civil, administrative, criminal or disciplinary offences which may be committed by them in Georgia.
- 4.4. NAMSA personnel shall be diplomatically immune from any form of arrest, investigation or detention by the authorities in Georgia. NAMSA personnel arrested or detained shall immediately be handed over to NAMSA Authorities.
- 4.5. NAMSA personnel shall enjoy, together with their vehicles, unrestricted passage and unimpeded access in Georgia (including only the territory which is under jurisdiction of Georgia) for purposes of carrying out their assigned duties.
- 4.6. NAMSA and local personnel shall be exempt from taxation by Georgia on the salaries and emoluments received from NAMSA and on any income received from outside Georgia.
- 4.7. NAMSA personnel and their tangible movable property imported into, acquired in or exported from Georgia shall enjoy redemptory exemption from all duties, taxes and other charges and inspections and customs regulations of Georgia.
- 4.8. NAMSA shall be allowed to contract directly for the acquisition of goods, services and construction from any source within and outside Georgia. Such contracts, goods, services, donations and construction shall not be subject to the payment of duties, taxes or other charges.
- 4.9. NAMSA may hire local personnel who, on an individual basis, shall remain subject to local laws and regulations with the exception of employment laws. However, local personnel hired by NAMSA shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity and shall be subject only to employment terms and conditions established by NAMSA for the duration of their employment contracts with NAMSA.

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Article 5.

5.1. The provisions of this Agreement shall remain in force until completion of rocket and unguided missile demilitarization activities by NAMSA in Georgia.

5.2. This Agreement shall enter into force on the date of receiving of the written notification on ratification of this Agreement by Georgia.

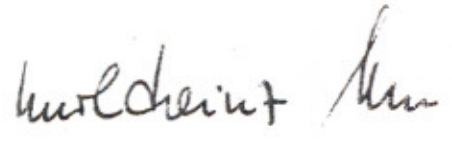
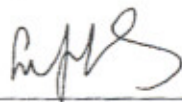
5.3. This Agreement is done in -----, on ----- 2007 in two original copies, each in the English, French and Georgian languages. All texts are equally authentic. In case of different interpretation of the provisions of this Agreement, the English and French versions shall prevail.

On behalf of Georgia:

On behalf of the NATO
Maintenance and Supply
Organization:

REVAZ BESHIDZE
Ambassador,
Head of Georgian Mission to NATO

K. H. MÜNZNER
General Manager



Date: 08.01.2008

Date: 20. 12. 2007