



Treaty Series No. 86 (1963)

Agreement

between the Government of the United Kingdom of Great
Britain and Northern Ireland and the Government
of the United States of America

for the Establishment in the Bahama
Islands of an Atlantic Undersea Test
and Evaluation Centre

(with Agreed Minutes)

Washington, October 11, 1963

[The Agreement entered into force on signature]

*Presented to Parliament by the Secretary of State for Foreign Affairs
by Command of Her Majesty
November 1963*

LONDON

HER MAJESTY'S STATIONERY OFFICE

PRICE 1s. 3d. NET

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE ESTABLISHMENT IN THE BAHAMA ISLANDS OF AN ATLANTIC UNDERSEA TEST AND EVALUATION CENTER

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, with the concurrence of the Government of the Bahama Islands;

Considering that the Government of the United States of America wishes to establish within the territory of the Bahama Islands, including the territorial waters thereof, a center for underwater research, testing and evaluation of anti-submarine weapons, sonar tracking and communications;

Desiring that this Agreement for those purposes shall be fulfilled in a spirit of good neighborliness between the Governments concerned, and that details of its practical application shall be arranged by friendly cooperation;

Have agreed as follows:

ARTICLE I

Definitions

For the purposes of this Agreement the expression:

- (a) "Contractor personnel" means employees of a United States contractor who are not ordinarily resident in the Bahama Islands and who are there solely for the purposes of this Agreement;
- (b) "Dependents" means the spouse and children under 21 years of age of a person in relation to whom it is used; and, if they are dependent upon him for their support, the parents and children over 21 years of age of that person;
- (c) "Members of the United States Forces" means:
 - (i) military members of the United States Forces on active duty;
 - (ii) civilian personnel accompanying the United States Forces and in their employ who are not ordinarily resident in the Bahama Islands and who are there solely for the purposes of this Agreement; and
 - (iii) dependents of the persons described in (i) and (ii) above;
- (d) "Military purposes" means:
 - (i) the installation, construction, maintenance and use of military equipment and facilities including facilities for the training, accommodation, hospitalization, recreation, education and welfare of members of the United States Forces; and

- (ii) all other activities of the United States Government, United States contractors and authorized service organizations carried out for the purposes of this Agreement;
- (e) "Sites" means the Sites provided under Article III of this Agreement so long as they are so provided, and "Site" means any Site so provided;
- (f) "The Center" means the Atlantic Undersea Test and Evaluation Center, established for the purposes stated in the Preamble;
- (g) "United States authorities" means the authority or authorities from time to time authorized or designated by the United States Government for the purpose of exercising the powers in relation to which the expression is used;
- (h) "United States contractor" means any person, body or corporation ordinarily resident in the United States of America that is in the Bahama Islands for the purposes of this Agreement by virtue of a contract with the United States Government, and includes a sub-contractor; and
- (i) "United States Forces" means the land, sea and air armed services of the United States, including the Coast Guard.

ARTICLE II

General Description of Rights

(1) The United States Government shall have and enjoy, in accordance with the terms and conditions of this Agreement, the rights, power and authority which are necessary for the development, use, operation and protection for military purposes of the Center. The United States Government shall have and enjoy such rights of access, rights of way and easements as may be necessary for these purposes.

(2) The use of radio frequencies, powers and band widths for radio services (including radar) for the purposes of this Agreement shall be subject to the concurrence of the British representative designated for the purpose by the Government of the Bahama Islands.

(3) The Contracting Governments shall, in consultation with the Government of the Bahama Islands, take all reasonable precautions against possible danger and damage resulting from operations under this Agreement.

(4) The rights granted to the United States Government by this Agreement shall not be exercised unreasonably or so as to interfere with or to prejudice the safety of navigation, aviation or communication, and the rights so granted shall be exercised in the spirit of the last paragraph of the Preamble.

(5) The Royal Navy shall have the right to participate in the use of the Center in such manner and to such extent as may be arranged separately between the Royal Navy and the United States Navy.

(6) In exercising its rights under this Agreement, the United States Government shall insure that no nuclear explosions and, except for normal construction, no detonations or explosions exceeding the equivalent of 10 lbs. of T.N.T. shall take place within the territory of the Bahama Islands, including the territorial waters thereof, unless the consent of the Government of the Bahama Islands shall previously have been obtained. The Fisheries Officer of the Government of the Bahama Islands shall have the right to be present at any underwater demolitions or explosions.

(7) Except with the prior approval of the Government of the United Kingdom, which would where appropriate obtain the approval of the Government of the Bahama Islands, the United States Government shall not transfer or assign any rights conferred by or under this Agreement.

ARTICLE III

Provision of Sites

(1) The Government of the United Kingdom shall, with the concurrence of the Government of the Bahama Islands, provide to the United States Government so long as this Agreement remains in force such Sites for the purpose of the establishment and operation of the Center as may be agreed between the Contracting Governments to be necessary for that purpose. These Sites, and rights of access, rights of way and easements shall be provided free of rent and all other charges.

(2) Except as otherwise provided in this Agreement, the United States Government shall not permit the Sites to be used in any way whatsoever other than for military purposes without the prior approval of the Government of the United Kingdom.

(3) The United States Government may at any time notify the Government of the United Kingdom that it has vacated and no longer requires a Site or a specified portion thereof and thereupon such Site or portion thereof shall, for the purposes of this Agreement, cease to be, or to be a portion of, a Site.

(4) Except for the purposes of this Agreement or with the concurrence of the Government of the United Kingdom, the United States Government shall not remove or demolish or otherwise dispose of any permanent construction or installation in a Site. No compensation shall be payable to the United States Government in respect of any such construction or installation. The United States Government shall be entitled to remove free of any restrictions any other construction or installation and other property owned by it from a Site while it is a Site or within a reasonable time thereafter. No compensation shall be payable to the United States Government in respect of any construction or installation or other property not so removed.

(5) The United States Government shall be under no obligation to restore the Sites to the condition in which they were at any time prior to their ceasing to be Sites or parts of Sites.

(6) All minerals (including oil), antiquities and treasure trove in a Site and all rights relating thereto are reserved to the Government of the Bahama Islands, but any exploitation thereof shall be with the concurrence of the United States Government. Such concurrence shall not be unreasonably withheld.

(7) Access to the Sites shall not be permitted to persons not officially connected with the Center, except with the consent of the representatives designated for that purpose by the Governments of the United Kingdom and the United States respectively.

ARTICLE IV

Entry and Departure of Members of the United States Forces and Contractor Personnel

(1) Members of the United States Forces and contractor personnel who may be brought into the Bahama Islands for the purposes of this Agreement shall be exempt from passport and visa requirements, immigration inspection and any registration or control as aliens. Such persons shall be furnished with appropriate identification cards, specimens of which shall be supplied to the Government of the Bahama Islands.

(2) No military member of the United States Forces shall be discharged in the Bahama Islands without the consent of the Government of the Bahama Islands. The United States Government shall inform the Government of the Bahama Islands of any change in the status of any other members of the United States Forces or contractor personnel and shall be responsible for taking such steps as are open to it for their removal from the Bahama Islands if the Government of the latter should so request.

(3) The United States Government shall take such steps as are open to it to ensure the correct behaviour of all members of the United States Forces and contractor personnel and at the request of the Government of the Bahama Islands to remove as soon as possible any members of the United States Forces or contractor personnel whose conduct renders their presence in the Bahama Islands undesirable to its Government.

ARTICLE V

Fiscal Exemptions

Motor Vehicle Taxes

(1) No tax or fee shall be payable in respect of registration or licensing for use in the Bahama Islands of motor vehicles belonging to the United States Government and used for purposes connected directly with the establishment, maintenance or operation of the Center.

Customs Duties and Other Taxes on Goods

(2) No import, excise, consumption or other tax, duty or impost shall be charged on:

- (a) material, equipment, supplies or goods for use in the establishment, maintenance or operation of the Center consigned to, or destined for, the United States authorities or a contractor;

- (b) goods for use or consumption aboard United States public vessels or aircraft of the Army, Navy, Air Force, Coast Guard or Coast and Geodetic Survey;
 - (c) goods consigned to the United States authorities or to a contractor for the use of institutions under the control of the United States authorities or United States contractors known as Post Exchanges, Navy Exchanges, Commissary Stores, Service Clubs, Contractors' Messes and Recreational Facilities, or for sale thereat to members of the United States Forces (which term for the purposes of this sub-paragraph, shall not include either persons referred to in paragraph (c) (ii) of Article I who are not nationals of the United States, or dependents who are not resident with the persons referred to in paragraph (c) (i) and (ii) of Article I or who are engaged in any business or occupation in the Bahama Islands) or contractor personnel being nationals of the United States or the dependents of such personnel resident with them and not engaged in any business or occupation in the Bahama Islands;
 - (d) the personal belongings or household effects of persons referred to in sub-paragraph (c) of this paragraph, provided that such belongings or effects accompany the owner or are imported either:
 - (i) within a period beginning 60 days before and ending 120 days after the owner's arrival; or
 - (ii) within a period of 6 months immediately following his arrival;
 - (e) goods for consumption and goods (other than personal belongings and household effects) acquired after first arrival, including gifts, consigned to members of the United States Forces (which term for the purposes of this sub-paragraph shall have the same meaning as in sub-paragraph (c) above) provided that such goods are:
 - (i) of United States origin if the Government of the Bahama Islands so requires; and
 - (ii) imported for the personal use of the recipient.
- (3) No export tax shall be charged on the material, equipment, supplies or goods mentioned in paragraph 2 in the event of reshipment from the Bahama Islands.

(4) This Article shall apply notwithstanding that the material, equipment, supplies or goods pass through other parts of the Bahama Islands en route to or from the Site.

(5) The United States authorities shall do all in their power to prevent any abuse of customs privileges and shall take administrative measures, which shall be mutually agreed upon between the appropriate authorities of the United States and the Bahama Islands, to prevent the disposal, whether by resale or otherwise, of goods which are used or sold under paragraph 2 (c), or imported under paragraph 2 (d) or (e), of this Article, to persons not entitled to buy goods at the institutions referred to in the said paragraph 2 (c), or not entitled to free importation under the said paragraph 2 (d) or (e). There shall be cooperation between the United States authorities and the Government of the Bahama Islands to this end, both in prevention and in investigation of cases of abuse.

Taxation

(6) No member of the United States Forces (which term for the purposes of this paragraph shall not include dependents other than a spouse and minor children) or national of the United States serving or employed in the Bahama Islands in connection with the establishment, maintenance or operation of the Center and residing in the Bahama Islands by reason only of such employment, or his wife or minor children, shall be liable to pay income tax in the Bahama Islands except in respect of income derived from the Bahama Islands.

(7) No such person shall be liable to pay in the Bahama Islands any poll tax or similar tax on his person, or any tax on ownership or use of property which is situated outside the Bahama Islands, or situated within the Bahama Islands solely by reason of such person's presence there in connection with activities under this Agreement.

(8) No person ordinarily resident in the United States shall be liable to pay income tax in the Bahama Islands in respect of any profits derived under a contract made in the United States with the United States Government in connection with the establishment, maintenance or operation of the Center, or any tax in the nature of a license in respect of any service or work for the United States Government in connection with the establishment, maintenance or operation of the Center.

ARTICLE VI

Criminal Jurisdiction

- (1) Subject to the provisions of this Article,
 - (a) the military authorities of the United States shall have the right to exercise within the Bahama Islands all criminal and disciplinary jurisdiction conferred on them by United States law over all persons subject to the military law of the United States; and
 - (b) the authorities of the Bahama Islands shall have jurisdiction over the members of the United States Forces with respect to offenses committed within the Bahama Islands and punishable by the law in force there.
- (2)
 - (a) The military authorities of the United States shall have the right to exercise exclusive jurisdiction over persons subject to the military law of the United States with respect to offenses, including offenses relating to security, punishable by the law of the United States but not by the law in force in the Bahama Islands.
 - (b) The authorities of the Bahama Islands shall have the right to exercise exclusive jurisdiction over members of the United States Forces with respect to offenses, including offenses relating to security, punishable by the law in force in the Bahama Islands but not by the law of the United States.

- (c) For the purposes of this paragraph and of paragraph (3) of this Article, an offense relating to security shall include
 - (i) treason; and
 - (ii) sabotage, espionage or violation of any law relating to official secrets or secrets relating to national defense.

(3) In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:

- (a) The military authorities of the United States shall have the primary right to exercise jurisdiction over a member of the United States Forces in relation to
 - (i) offenses solely against the property or security of the United States or offenses solely against the person or property of another member of the United States Forces; and
 - (ii) offenses arising out of any act or omission done in the performance of official duty.
- (b) In the case of any other offense the authorities of the Bahama Islands shall have the primary right to exercise jurisdiction.
- (c) If the authorities having the primary right decide not to exercise jurisdiction, they shall notify the other authorities as soon as practicable. The United States authorities shall give sympathetic consideration to a request from the authorities of the Bahama Islands for a waiver of their primary right in cases where the authorities of the Bahama Islands consider such waiver to be of particular importance. The authorities of the Bahama Islands will waive, upon request, their primary right to exercise jurisdiction under this Article, except where they in their discretion determine and notify the United States authorities that it is of particular importance that such jurisdiction be not waived.

(4) The foregoing provisions of this Article shall not imply any right for the military authorities of the United States to exercise jurisdiction over persons who belong to, or are ordinarily resident in, the Bahama Islands, or who are British subjects or Commonwealth citizens or British protected persons, unless they are military members of the United States Forces.

- (5) (a) To the extent authorized by law, the authorities of the Bahama Islands and the military authorities of the United States shall assist each other in the service of process and in the arrest of members of the United States Forces in the Bahama Islands and in handing them over to the authorities which are to exercise jurisdiction in accordance with the provisions of this Article.
- (b) The authorities of the Bahama Islands shall notify promptly the military authorities of the United States of the arrest of any member of the United States Forces.
- (c) Unless otherwise agreed, the custody of an accused member of the United States Forces over whom the authorities of the Bahama Islands are to exercise jurisdiction shall, if he is in the hands of the United States authorities, remain with the United States authorities until he

is charged. In cases where the United States authorities may have the responsibility for custody pending the completion of judicial proceedings, the United States authorities shall, upon request, make such a person immediately available to the authorities of the Bahama Islands for purposes of investigation and trial and shall give full consideration to any special views of such authorities as to the way in which custody should be maintained.

- (6) (a) To the extent authorized by law, the authorities of the Bahama Islands and of the United States shall assist each other in the carrying out of all necessary investigations into offenses, in providing for the attendance of witnesses and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offense. The handing over of such objects may, however, be made subject to their return within the time specified by the authorities delivering them.
- (b) The authorities of the Bahama Islands and of the United States shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

(7) A death sentence shall not be carried out in the Bahama Islands by the military authorities of the United States.

(8) Where an accused has been tried in accordance with the provisions of this article and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offense within the Bahama Islands. Nothing in this paragraph shall, however, prevent the military authorities of the United States from trying a military member of the United States Forces for any violation of rules or discipline arising from an act or omission which constituted an offense for which he was tried by the authorities of the Bahama Islands.

(9) Whenever a member of the United States Forces is prosecuted by the authorities of the Bahama Islands he shall be entitled

- (a) to a prompt and speedy trial;
- (b) to be informed in advance of trial of the specific charge or charges made against him;
- (c) to be confronted with the witnesses against him;
- (d) to have compulsory process for obtaining witnesses in his favor if they are within the jurisdiction of the Bahama Islands;
- (e) to have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in the Bahama Islands;
- (f) if he considers it necessary, to have the services of a competent interpreter; and
- (g) to communicate with a representative of the United States and, when the rules of the court permit, to have such a representative present at his trial which shall be public except when the court decrees otherwise in accordance with the law in force in the Bahama Islands.

(10) Where a member of the United States Forces is tried by the military authorities of the United States for an offense committed outside the Sites or involving a person, or the property of a person, other than a member of the United States Forces, the aggrieved party and representatives of the Bahama Islands and of the aggrieved party may attend the trial proceedings except where this would be inconsistent with the rules of the court.

(11) A certificate of the appropriate United States commanding officer that an offense arose out of an act or omission done in the performance of official duty shall be conclusive, but the commanding officer shall give consideration to any representation made by the Government of the Bahama Islands.

(12) Regularly constituted military units or formations of the United States Forces shall have the right to police the Sites. The military police of the United States Forces may take all appropriate measures to ensure the maintenance of order and security within the Sites.

ARTICLE VII

Civil Claims

(1) The United States Government agrees to pay just and reasonable compensation, which shall be determined in accordance with the measure of damages prescribed by the law of the Bahama Islands, in settlement of civil claims (other than contractual claims) arising out of acts or omissions of members of the United States Forces done in the performance of official duty or out of any other act or omission or occurrence for which the United States Forces are legally responsible.

(2) All such claims shall be processed and settled in accordance with the applicable provisions of United States law.

(3) The provisions of paragraph (1) of this Article shall not apply to any claim referred to therein to the extent that the claim is in respect of acts or omissions directly connected with the use of the Center by the Government of the United Kingdom and for which the Government of the United Kingdom is legally responsible.

ARTICLE VIII

Construction Contracts

(1) All contracts awarded by the United States Government in connection with construction required under this Agreement shall be open to tender on a non-discriminatory and competitive basis to qualified (i) firms in the United States, (ii) firms in the United Kingdom which are permitted to do business in the Bahama Islands, (iii) firms in the Bahama Islands, and (iv) joint ventures of any of the foregoing.

(2) Subject to such conditions of contracting as may be agreed between the Government of the United Kingdom and the Government of the United States, such contracts shall be awarded on a non-discriminatory and competitive basis.

(3) In sub-contracting, contractors shall give due consideration to the use of local sub-contractors.

(4) Invitations to tender shall be issued on the same day to all the firms or joint ventures described in paragraph (1) above which have indicated a desire to tender bids. Copies of these invitations and notification of the award of contracts shall be sent by the United States authorities to Her Britannic Majesty's Embassy in Washington and to the Governor of the Bahama Islands.

ARTICLE IX

Employment of Labor

- (1) (a) Persons ordinarily resident in the Bahama Islands will be employed to the extent feasible in connection with construction, maintenance and repair work performed under this Agreement.
- (b) Persons ordinarily resident in the Bahama Islands will be employed on all other work performed under the Agreement whenever it appears that they are available and qualified.

(2) In the fixing of terms of employment for contractors and workers, particularly in respect of wages and conditions of work, supplementary payments, insurance and conditions for the protection of workers, clubs and recreational facilities, full regard shall be given to employment practices generally obtaining for similar employment in the Bahama Islands, and in no case shall the terms of employment for such workers be inferior to those laid down by any legislation in force in the Bahama Islands or any International Convention, the provisions of which have been adopted by the United States Government and which apply to the Bahama Islands.

ARTICLE X

Local Purchases

The United States Government, and companies and individuals under contract to the United States Government or engaged in work for the purposes of this Agreement may purchase locally goods and services required for such purposes, and may sub-contract therefor with Bahamian firms and with United Kingdom and United States firms permitted to do business in the Bahama Islands.

ARTICLE XI

Health and Sanitation

The appropriate authorities shall collaborate in the enforcement in the Sites of the health and quarantine laws in force in the Bahama Islands. These authorities shall also collaborate in making arrangements for the improvement of sanitation and the protection of health in areas outside, but in the vicinity of, the Sites.

ARTICLE XII

Use of Currency

(1) The United States Government shall collaborate with the Government of the Bahama Islands in ensuring compliance with any foreign exchange law in force in the Bahama Islands. The United States Forces and United States contractors may possess and use United States currency for official purposes, including the payment of personnel, and may purchase and use local currency.

(2) Members of the United States Forces and contractor personnel may use for internal transactions and export United States currency received from the United States Forces or United States contractors.

(3) The appropriate authorities shall collaborate in the establishment of facilities to permit the purchase of local currency with United States currency and to prevent unauthorized transactions in either currency.

ARTICLE XIII

Driving Permits

(1) The Government of the Bahama Islands shall honor without driving test or fee driving permits issued by the United States or a subdivision thereof to members of the United States Forces and to United States contractors, contractor personnel and their dependents, or issue its own driving permits without test or fee to such persons who hold such United States permits. Members of the United States Forces and United States contractors, contractor personnel and their dependents who do not hold driving permits issued by the United States or a subdivision thereof shall be required to obtain licenses in accordance with the law in force in the Bahama Islands.

(2) The United States authorities, in collaboration with the authorities of the Bahama Islands, shall issue appropriate instructions to members of the United States Forces and to United States contractors, contractor personnel and their dependents, fully informing them of the traffic laws in force in the Bahama Islands and requiring strict compliance therewith.

ARTICLE XIV

Public Services

The United States Government shall have the right to employ and use all utilities, services and facilities, harbors, roads, highways, bridges, viaducts, canals and similar channels of transportation in the Bahama Islands belonging to or controlled or regulated by or on behalf of the Government of the Bahama Islands or the Government of the United Kingdom on such conditions as shall be agreed between the Contracting Governments with the concurrence of the Government of the Bahama Islands.

ARTICLE XV

Shipping and Aviation

(1) The United States Government may place or establish in the Sites and the territorial waters adjacent thereto or in the vicinity thereof, lights and other aids to navigation of vessels and aircraft necessary for the operation of the Center. Such lights and other aids shall conform to the system in use in the Bahama Islands. The position, characteristics and any alterations thereof shall be determined in consultation with the appropriate authority in the Bahama Islands and the appropriate British representative designated for the purpose.

(2) United States public vessels operated by the Army, Navy, Air Force, Coast Guard or the Coast and Geodetic Survey bound to or departing from the Sites shall not be subject to compulsory pilotage in the Bahama Islands. If a pilot is taken, pilotage shall be paid for at appropriate rates. Such United States public vessels shall have such exemption from light and harbor dues in the Bahama Islands as shall be agreed between the Contracting Governments.

(3) Aircraft owned or operated by or on behalf of the United States Government shall have the right to use airports in the Bahama Islands belonging to or operated by or on behalf of the Government of the Bahama Islands on such conditions as shall be agreed between the United States Government and the Government of the Bahama Islands. No landing charges shall, however, be payable by the United States Government by reason of the use by such aircraft of those airports. The United States Government shall make a fair and reasonable contribution to the maintenance and operating costs of airfields used by such aircraft, the amount of such contribution being determined by agreement between those two Governments.

(4) Commercial aircraft shall not be authorized to operate from any of the Sites (save in case of emergency or for strictly military purposes under supervision of the United States Army, Navy or Air Force) except by agreement between the Contracting Governments.

ARTICLE XVI

Postal Facilities

The United States Government shall have the right to establish a United States Military Post Office in a Site for the exclusive use of the United States Forces, the members thereof, United States contractors and contractor personnel and their dependents, for postal services between the United States Military Post Office so established and other United States Post Offices.

ARTICLE XVII

Security Legislation

The Government of the Bahama Islands will take such steps as may from time to time be agreed with the United States Government to be necessary with a view to the enactment of legislation to ensure the adequate

security and protection of the Sites and United States equipment and other property and the operations of the United States under this Agreement, and the punishment of persons who may contravene any laws or regulations made for that purpose. The Government of the Bahama Islands will also from time to time consult with the United States authorities in order that the laws and regulations of the United States and of the Bahama Islands in relation to such matters may, so far as circumstances permit, be similar in character.

ARTICLE XVIII

Competent Authorities

Nothing in this Agreement shall impair the freedom of movement within the Bahama Islands of their competent authorities. The designation of competent authorities in respect of a Site shall be with the concurrence of the United States authorities. Access may be refused by the United States authorities to secure areas within the Sites.

ARTICLE XIX

General Obligations

(1) Save as is expressly provided in this Agreement, nothing herein shall be so construed as to impair the authority of the Government of the Bahama Islands with regard to the affairs of the Bahama Islands.

(2) Members of the United States Forces, United States contractors and contractor personnel in the Bahama Islands for the purposes of this Agreement shall respect the laws of the Bahama Islands and refrain from any activity inconsistent with the spirit of this Agreement. Such persons shall not take part directly or indirectly in the political affairs of the Bahama Islands.

(3) In the exercise of the privileges and facilities granted under this Agreement, the United States Government shall take every practicable measure to ensure the safety and safeguard the interest of the people of the Bahama Islands.

ARTICLE XX

Implementation

(1) The United States Government and the Government of the Bahama Islands respectively will do all in their power to assist each other in giving full effect to the provisions of this Agreement according to its tenor and will take all appropriate steps to that end.

(2) During the period for which this Agreement remains in force no law of the Bahama Islands which would derogate from or prejudice any of the rights conferred on the United States Government by this Agreement shall be applicable to the Center save with the concurrence of the United States Government.

ARTICLE XXI

Duration and Review

(1) This Agreement shall come into force on the date of signature and shall in the first instance remain in force for twenty years provided the Center continues to be in operation.

(2) This Agreement shall be open to review in the year 1983.

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

DONE in duplicate at Washington on the eleventh day of October, 1963.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

DAVID ORMSBY GORE

For the Government of the United States of America:

DEAN RUSK

AGREED MINUTE No. 1

It is understood that the administrative arrangements referred to in paragraph (5) of Article V shall include the following measures, which take into account the customs control problems raised in the enclosures to (i) the letter of April 5, 1962 from the United States Consul General to the Colonial Secretary of the Bahamas, (ii) the letter of April 13, 1962 from the Colonial Secretary of the Bahamas to the United States Consul General, and (iii) the letter of April 30, 1963 from the Acting Colonial Secretary to the United States Consul General:

- (a) The United States authorities will require the contractor to report all duty-exempt materials, supplies, and equipment to the Resident Officer-in-charge of Construction (ROICC), and will require the contractor to establish physical safeguards against theft or pilferage of these items. The ROICC will make frequent inspections to detect promptly any significant shortages or unauthorized disposal of these items. Removal of such items from the construction sites by the contractor will be subject to written approval of the ROICC, such approval not to be granted unless evidence is presented showing that customs duties have been paid or that there is a firm time schedule for export of the items. Prior to final payment of the contractor, the United States authorities will ascertain *inter alia* that the terms of the contract relating to the handling of duty-free items have been adequately discharged.
- (b) Paint, lumber, and building materials for individuals' private housing will not be considered to fall within the meaning of "household effects". This fact will be promulgated. In general, borderline cases will be scrutinized with a view to insuring conformity to the description of exempt goods in Article V.
- (c) Personal equipment lists will be maintained by the United States authorities as a record of the significant non-consumable items imported duty-free or purchased locally duty-free by members of the Forces and contractor personnel. These lists will include privately-owned motor vehicles, all electrical and electronic appliances, and all other non-consumable items with a purchase value in excess of twenty United States dollars, on which duty would be payable except for the provisions of Article V. Serial numbers of such items, if available, will be included on the equipment lists. Personnel will be held accountable by the United States authorities, while in the Bahamas and upon transfer therefrom, for retention or authorized disposal of these items, and firm evidence of any customs violations will be reported to the local customs authorities. In cases where such persons live within the Sites, the lists will be available for inspection by local customs authorities. In cases where such persons live outside the Sites, copies of the personal equipment lists will be supplied to the local customs authorities. The latter will also be notified when these persons are transferred from the Bahamas.

- (d) The United States authorities will take steps to assure that delivery of liquor to Site facilities corresponds to the application to the local customs authorities for duty-free entry.
- (e) Upon request by the local customs authorities, the United States authorities will certify as to whether items being imported are intended for use in accordance with the provisions of paragraph (2) of Article V.
- (f) If requested by the local customs authorities, the United States authorities will provide suitable accommodation for a local customs officer. This customs officer would have the right to meet any vessel arriving at the Center with cargo or otherwise, and any aircraft arriving at the Center with supplies.
- (g) With respect to privately-owned motor vehicles imported duty-free the United States authorities will assure that not more than one automobile is held by any individual or family at any particular time.
- (h) Small quantities of consumables which would otherwise be donated to local inhabitants or abandoned by small parties (e.g., survey parties) will be turned over to the local commissioner or customs official.

It is further understood that additional measures to prevent abuse of customs privileges may be adopted by mutual agreement between the appropriate authorities of the United States and the Bahama Islands.

W. D. O. G.

D. R.

Washington, October 11, 1963.

AGREED MINUTE No. 2

It is understood that the term "qualified" in paragraph (1) of Article VIII means that the firm in question

- (a) is considered by the United States Navy to have had sufficient experience to accomplish the job by virtue of having satisfactorily accomplished jobs of similar magnitude and nature in the past;
- (b) is able to accomplish by itself at least 25% of the work in its contract; and
- (c) is prepared to provide a performance bond.

W. D. O. G.

D. R.

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