

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF POLAND
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
ON ENHANCED DEFENSE COOPERATION**

TABLE OF CONTENTS

Preamble	
Article 1	Purpose and Scope
Article 2	Definitions
Article 3	Use of Agreed Facilities and Areas
Article 4	Property Ownership
Article 5	Support to U.S. Forces' Presence
Article 6	Prepositioned Materiel
Article 7	Uniforms
Article 8	Weapons
Article 9	Entry, Stay, and Departure of Personnel
Article 10	Professional Licenses
Article 11	Motor Vehicles
Article 12	Driving Licenses
Article 13	Movement of Aircraft, Vessels, and Vehicles
Article 14	Criminal Jurisdiction
Article 15	Determination of Criminal Jurisdiction in Official Duty Cases
Article 16	Detention, Control, and Access
Article 17	Discipline
Article 18	Claims
Article 19	Official Tax Exemptions
Article 20	Personal Tax Exemptions
Article 21	Importation and Exportation for Official Purposes
Article 22	Personal Importation and Exportation
Article 23	Customs Procedures
Article 24	Military Service Support Activities
Article 25	Financial Institutions
Article 26	Military Postal Services
Article 27	Telecommunications
Article 28	Logistics Support and Utilities
Article 29	Currency
Article 30	Security
Article 31	Environment and Safety
Article 32	Healthcare
Article 33	Contracting Procedures
Article 34	Status of Contractors
Article 35	Labor
Article 36	Implementation and Dispute Settlement
Article 37	Final Provisions
Annex A	Agreed Facilities and Areas
Annex B	Support to U.S. Forces' Presence
Appendix 1 to Annex B	List of Polish–Provided Infrastructure Projects

Preamble

The Government of the Republic of Poland and the Government of the United States of America (the “United States”), hereinafter referred to collectively as “the Parties” and individually as a “Party”;

Acknowledging that current and emerging security challenges have regional and global implications and affect the vital interests of the Parties;

Considering that strengthening of mutual cooperation in the area of defense will greatly enhance the existing relations between the Republic of Poland and the United States and their respective security commitments;

Being determined to develop their individual and collective capacity to resist armed attacks and deter, counter, and defend against any aggressor, having particular regard to the Charter of the United Nations, done at San Francisco on June 26, 1945, and the North Atlantic Treaty, done at Washington on April 4, 1949, and the preservation of international peace and security;

Considering that, by arrangement between the Republic of Poland and the United States, U.S. forces, dependents, and U.S contractors may be present in the territory of the Republic of Poland;

Bearing in mind that the presence of U.S. forces, dependents, and U.S. contractors in the territory of the Republic of Poland under this Agreement is with the consent of the Republic of Poland and with full respect for laws of the Republic of Poland;

Acknowledging the Declaration Safeguarding Freedom, Building Prosperity Through Poland - United States Strategic Partnership, adopted on September 18, 2018, in Washington, D.C., the Joint Declaration on Defense Cooperation Regarding United States Force Posture in the Republic of Poland, signed June 12, 2019, and the Joint Declaration on Advancing Defense Cooperation, signed September 23, 2019;

Desiring to share the responsibility for supporting those U.S. forces that may be present in the territory of the Republic of Poland in an equitable and sustainable manner;

Recognizing the applicability of the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, done at London June 19, 1951, hereinafter, “the NATO SOFA,” and intending to supplement the provisions thereof;

Recognizing the Acquisition and Cross Servicing Agreement Between the Minister of National Defence of the Republic of Poland and the Department of Defense of the United States of America, signed at Warsaw November 28, 2012 and at Stuttgart December 3, 2012, (the “ACSA”); and

Referring to the provisions of the Agreement between the Government of the Republic of Poland and the Government of the United States of America Concerning Security Measures for the Protection of Classified Information in the Military Sphere, signed at Warsaw March 8, 2007;

Have agreed as follows:

Article 1
Purpose and Scope

1. This Agreement, in accordance with each Party's national laws, regulations, and applicable international obligations, is intended to promote:
 - a. The mutual prioritization of cooperation between the Parties in defense related matters, including bilaterally and in the framework of NATO in pursuit of the principles and objectives set forth in the Preamble of this Agreement;
 - b. Improving the Parties' ability to fulfill their commitments to the security and defense of each other;
 - c. Regular consultation on threats and challenges to international peace and security;
 - d. The exchange of information and experiences regarding strategic defense and security issues; and
 - e. An enhanced relationship on capability development, defense planning, military training, technology, equipment, and support matters.
2. This Agreement supplements the NATO SOFA and further defines the status of, and terms and conditions governing the presence of, U.S. forces, including members of the force and the civilian component, and dependents in the territory of the Republic of Poland. This Agreement, in specific situations indicated herein, also defines the status of, and terms and conditions governing the presence of, U.S. contractors and U.S. contractor employees in the territory of the Republic of Poland in connection with the provision of goods and services to U.S. forces.
3. The Parties' respective obligations under this Agreement and any implementing agreements or arrangements are without prejudice to each Party's sovereignty over its territory and their respective forces, and each Party's right of self-defense, consistent with international law.
4. For matters not covered by this Agreement, the relevant provisions of the NATO SOFA, if any, shall apply.

Article 2 Definitions

For the purpose of this Agreement, the expression:

a. “U.S. forces” shall mean the entity comprising the members of the force and civilian component, and all property, equipment, and materiel of the U.S. Armed Forces, including official U.S. information, present in the territory of the Republic of Poland.

b. “force” shall have the same meaning as in Article I, Paragraph 1(a), of the NATO SOFA.

c. “civilian component” shall mean persons referred to in Article I, Paragraph 1(b), of the NATO SOFA, and also shall include:

(i) U.S. nationals who are employed by the United States and who are serving with U.S. forces;

(ii) employees of non-Polish, non-commercial organizations who are nationals of or ordinarily resident in the territory of the United States and who are not ordinarily resident in the territory of the Republic of Poland, and who solely for the purpose of contributing to the welfare, morale, or education of U.S. forces, are accompanying those forces in the territory of the Republic of Poland; and

(iii) dependents employed by U.S. forces, including for the purposes of the military service activities contemplated in Articles 24, 25, and 26 of this Agreement, and by the non-commercial organizations referred to in this Paragraph.

For the purposes of Article 14 of this Agreement, “civilian component” shall not include citizens solely of the Republic of Poland or persons ordinarily resident in territory of the Republic of Poland. For the purposes of Article 18 of this Agreement, “civilian component” shall not include the persons referred to in Subparagraph (ii) above.

d. “dependent” shall mean a person referred to in Article I, Paragraph 1(c), of the NATO SOFA as well as a person who for legal, financial, or health reasons is dependent upon a member of the force or the civilian component, is supported by him/her, who resides with such member, and who is present in the territory of the Republic of Poland with the consent of U.S. forces.

e. “contractor” shall mean a natural person who is not a member of the force or the civilian component, a legal person, or other entity with legal capacity, who provides goods or services to U.S. forces on the basis of a contract or subcontract with or for U.S. forces.

f. “U.S. contractor” shall mean a natural person who is not a citizen of nor ordinarily resident in the territory of the Republic of Poland or a legal person who is not registered in the territory of the Republic of Poland, and is present in the territory of the Republic of Poland to provide goods and services to U.S. forces under a contract with or for U.S. forces.

g. “U.S. contractor employee” shall mean a natural person who is not a citizen of nor ordinarily resident in the territory of the Republic of Poland, who is in an employment relationship with a U.S. contractor and working in the territory of the Republic of Poland in connection with a contract or subcontract to provide goods or services to U.S. forces.

h. “local civilian employee” shall mean a person who is not a member of the force or the civilian component, authorized to stay in the territory of the Republic of Poland and to be employed in accordance with Article 35 of this Agreement.

i. “agreed facilities and areas” shall mean areas, facilities, buildings, or structures in the territory of the Republic of Poland, owned or managed by the Republic of Poland, and used by U.S. forces with the consent of the Republic of Poland. In accordance with Article 3 of this Agreement, and with full respect for the Polish command of the agreed facilities and areas and for portions designated by the Republic of Poland for its exclusive use, agreed facilities and areas are to be for joint use except for any portions thereof specifically designated by the Parties or their Executive Agents for the exclusive use of U.S. forces. Agreed facilities and areas are set forth in Annex A to this Agreement. The Parties or their Executive Agents may designate additional agreed facilities and areas in the future.

j. “classified information” shall mean information that is generated by or for the Ministry of National Defense of the Republic of Poland, or the Department of Defense of the United States of America (in the United States referred to as “Classified Military Information”), or that is under their jurisdiction or control, and that requires protection according to the internal laws and regulations of the Parties and the provisions of this Agreement. Classified information may be in oral, visual, electronic, or documentary form, or any other form including equipment or technology.

k. “Executive Agent” shall mean the Minister of National Defense for the Republic of Poland and the Department of Defense for the United States, or their respective designees.

Article 3
Use of Agreed Facilities and Areas

1. Recognizing the mutual benefit of the presence of U.S. forces in the territory of the Republic of Poland in the framework of common defense efforts, the Republic of Poland shall furnish, without rental or similar costs to U.S. forces, agreed facilities and areas, including agreed facilities and areas jointly used by U.S. forces and the Armed Forces of the Republic of Poland, in accordance with specific agreements concluded between the two Parties, and with due regard for operational and security concerns. Unless otherwise agreed, U.S. forces shall pay their proportionate share of all necessary operations and maintenance expenses associated with their use of agreed facilities and areas.

2. With full respect for the sovereignty and laws of the Republic of Poland, including its international legal obligations, and with consultation and consideration of the views of the Parties, U.S. forces, U.S. contractors, U.S. contractor employees, local civilian employees of U.S. forces, dependents, and vehicles, vessels, and aircraft operated by or for U.S. forces are authorized unimpeded access to and use of agreed facilities and areas for visits; training; exercises; maneuvers; transit; support and related activities; refueling of aircraft; bunkering of vessels; landing and recovery of aircraft; temporary maintenance of vehicles, vessels, and aircraft; accommodation of personnel; communications; staging and deploying of forces and materiel; pre-positioning of equipment, supplies, and materiel; security assistance and cooperation activities; joint and combined training activities; humanitarian and disaster relief activities; contingency operations; construction in support of mutually agreed activities; and such other purposes as the Parties or their Executive Agents may agree, including those undertaken in the framework of the North Atlantic Treaty. Training and exercises shall be coordinated and deconflicted, as necessary, between the Executive Agents.

3. The Republic of Poland authorizes U.S. forces to control entry to those agreed facilities and areas, or any portions thereof, that have been provided for exclusive use by U.S. forces. The Executive Agents shall coordinate regarding entry procedures for agreed facilities and areas jointly used by U.S. forces and the Armed Forces of the Republic of Poland, for purposes of safety and security.

4. When requested, in connection with exercises and other activities outside of agreed facilities and areas, the Polish Executive Agent shall, insofar as possible and with due regard to public safety, assist U.S. forces and U.S. contractors in attaining temporary access to and use of:

- (a) Land and facilities owned by the State Treasury (including roads, ports, railways, waterways, and airfields) that are not part of agreed facilities and areas;
- (b) Land and facilities owned by municipalities; and
- (c) Private land and facilities.

Such assistance shall be without cost to U.S. forces or U.S. contractors.

5. The Polish Executive Agent shall be responsible for obtaining all authorizations and permits required by the law of the Republic of Poland, to the maximum extent possible. The U.S. Executive Agent shall assist the Polish Executive Agent by expeditiously providing, upon request, releasable, relevant, existing information, documentation, and technical studies, as appropriate. There shall be no charge to the United States for such authorizations and permits.
6. U.S. forces and contractors may undertake construction activities on, and make alterations and improvements to, agreed facilities and areas in furtherance of the activities and purposes set forth in this Article. U.S. forces shall cooperate with the Polish Executive Agent on issues regarding such construction activities, alterations, and improvements based on the Parties' shared intent that the technical requirements and construction standards, including construction site safety standards, of any such projects undertaken by or on behalf of U.S. forces should be consistent with the requirements and standards of both Parties. Towards this end, the preceding provisions of this Paragraph shall be implemented in accordance with mutually determined procedures, which may be described in an implementing arrangement, as appropriate. U.S. forces may carry out such construction activities, alterations, and improvements with members of the force. The U.S. Executive Agent shall provide the Polish Executive Agent the necessary technical information regarding construction to effect such cooperation. The Parties recognize that Polish laws concerning zoning plans, construction, as well as to other activities enabling construction, do not apply to activities undertaken by, or on behalf of, U.S. forces.
7. The Parties shall cooperate on long-term planning regarding the use and development of the agreed facilities and areas as well as areas surrounding agreed facilities and areas to ensure the implementation of this Agreement over the long term.
8. At the time any facility or area or portion thereof is returned to the Republic of Poland by the United States, the United States shall turn over to the Polish Executive Agent existing documentation including "as built" drawings, operations and maintenance manuals, instructions, and any warranties that remain in force.
9. The United States may construct temporary or contingency facilities. The term "temporary or contingency facilities" refers to facilities that are not permanent in nature, and are intended to be used only for the time needed to accomplish the temporary limited purpose for which they were constructed. For the purposes of Article 4 of this Agreement, such facilities shall be treated as relocatable structures, and shall be removed by the United States after conclusion of the temporary need or contingency, unless the Executive Agents agree that it is beneficial to leave them in place for a further period. In appropriate cases, the United States may request an expedited coordination and consultation process. If an expedited process is requested, U.S. forces shall not proceed with the construction over objection by the Polish Executive Agent; however, should no formal objection be lodged by the Polish Executive Agent within fifteen (15) days of receipt from the U.S. Executive Agent of relevant and releasable documents in the possession of the United States, the construction may proceed as planned.

10. Where buildings or other construction are constructed or developed for exclusive use by U.S. forces, such construction or development, and operations and maintenance costs therefor, shall be the responsibility of the United States unless otherwise agreed.

11. Where buildings or other construction are constructed or developed for joint use, such construction or development, and operations and maintenance costs therefor, shall be shared by the Parties on the basis of proportionate use unless otherwise agreed.

Article 4
Property Ownership

1. All agreed facilities and areas including buildings, non-relocatable structures, and assemblies connected to the soil in agreed facilities and areas, including those used, altered, or improved by U.S. forces, remain the property of the Republic of Poland. All such structures constructed by U.S. forces become the property of the Republic of Poland, once constructed, and U.S. forces are authorized to modify such structures, and to use them until no longer needed by U.S. forces. U.S. forces shall notify the competent authorities of the Republic of Poland when an agreed facility or area, or any portion thereof, is no longer needed.

2. U.S. forces shall return as the sole and unencumbered property of the Republic of Poland any agreed facility or area, or any portion thereof, including buildings, non-relocatable structures, and assemblies constructed by U.S. forces once no longer needed by U.S. forces. The Parties or their Executive Agents shall consult regarding the terms of return of any agreed facility or area, including compensation for the residual value, if any, of improvements or construction.

3. U.S. forces and U.S. contractors shall retain title to all equipment, materiel, supplies, relocatable structures, other movable property, and fixtures they have installed, imported into, or acquired within the territory of the Republic of Poland in connection with this Agreement.

4. The Parties may consult regarding the possible transfer or purchase of equipment determined to be excess, as may be authorized by U.S. law and regulations.

Article 5
Support to U.S. Forces' Presence

The Parties, acknowledging the fact that the presence of U.S. forces in the territory of the Republic of Poland strengthens NATO's deterrence efforts, defense of the United States, and the commitment of the United States to the security and defense of the Republic of Poland, agree to the special measures regarding the enduring presence of U.S. forces in the territory of the Republic of Poland described in Annex B.

Article 6
Prepositioned Materiel

1. U.S. forces shall be authorized to transport, preposition, and store property, equipment, supplies, and materiel (“prepositioned materiel”) at all agreed facilities and areas within the territory of the Republic of Poland, whether designated now or in the future. U.S. forces shall have exclusive control over prepositioned materiel present or stored in the territory of the Republic of Poland and shall have the unrestricted right to remove such items from the territory of the Republic of Poland. U.S. forces shall notify, in advance, the Polish Armed Forces regarding prepositioning activities, including the types, quantities, and delivery schedules of prepositioned materiel that U.S. forces intend to transport or store in the territory of the Republic of Poland, as well as regarding U.S. contractors who will make such deliveries.

2. The Executive Agents shall consult regarding prepositioning activities.

Article 7
Uniforms

During their stay in the territory of the Republic of Poland, members of the force should, as a rule, wear uniforms when performing their official duties.

Article 8 Weapons

1. Members of the force may possess and carry service arms in accordance with the law of the United States, if they are authorized to do so by their orders in performance of their official duties.

2. Members of the civilian component may possess and carry service arms in accordance with the law of the United States when performing their official duties in agreed facilities and areas. Subject to arrangements with the Polish Executive Agent, members of the civilian component may possess and carry service arms in accordance with the law of the United States when performing their official duties outside agreed facilities and areas.

3. With regard to the storage of arms and munitions on agreed facilities and areas, U.S. forces shall apply their own law and regulations. Arms and ammunition may be stored outside agreed facilities and areas in accordance with standard operating procedures.

4. The importation, exportation, possession, trade, and services related to private arms and ammunition in the territory of the Republic of Poland shall be regulated by the law of the Republic of Poland. For the purposes of this Article, the expression “services related to private arms and ammunition” means the conduct of economic activity to repair or produce substantial components of the weapons, modify weapons, or produce ammunition, as well as services that are provided for educational, sport, or leisure purposes, and that include, in particular, maintenance of shooting ranges, hunting, or training activities.

Article 9
Entry, Stay, and Departure of Personnel

1. The Republic of Poland waives its authority under Article III, Paragraph 2(b), of the NATO SOFA to require countersignature of movement orders.
2. Entry and stay of members of the force in the territory of the Republic of Poland shall be subject to the provisions of Article III, Paragraphs 1 and 2, of the NATO SOFA.
3. Members of the civilian component, dependents, U.S. contractors, and U.S. contractor employees staying in the territory of the Republic of Poland shall possess a valid U.S. Department of Defense identification card, certificate, or letter of authorization, issued by the relevant U.S. authorities, confirming their status as members of the civilian component, dependents, U.S. contractors, or U.S. contractor employees, and a valid passport. The identification card, certificate, or letter of authorization shall entitle the aforementioned persons to enter and stay in the territory of the Republic of Poland without a visa, provided they possess a valid passport. Border stamps shall not be placed in the passports of these persons. During their stay in the territory of the Republic of Poland, these persons shall not be subject to the provisions concerning registration and control of foreigners, nor shall they be considered as acquiring any right to permanent residence in the territory of the Republic of Poland.
4. During their stay in the territory of the Republic of Poland, the persons referred to in Paragraph 3 of this Article shall be obliged to present a valid passport and either the identification card, certificate, or letter of authorization upon request by the authorities of the Republic of Poland. The United States shall provide, upon entry into force of this Agreement, representative visual depictions of identification cards, certificates, and letters of authorization to the Polish Executive Agent.
5. The principles stipulated in Paragraphs 2 through 4 of this Article shall apply exclusively to the entry and stay in the territory of the Republic of Poland and do not apply to principles of entry and stay in the territory of other states.
6. Should a member of the force or the civilian component die or leave the territory of the Republic of Poland due to professional transfer, the dependents of such member, while present in the territory of the Republic of Poland, shall continue to enjoy the status of a dependent under this Agreement for a period of ninety (90) days after such death or transfer. In cases where dependents had been enrolled in education facilities in the territory of the Republic of Poland prior to the member's death or transfer, the member's family members shall continue to enjoy the status of dependents for a period of ninety (90) days counted from the date of graduation or termination of the current school or academic year.
7. Subject to Article III, Paragraph 5, of the NATO SOFA, in the event of a threat to security or public order of the Republic of Poland posed by members of the force or the civilian component, the competent U.S. authorities shall, at the written request of the competent authorities of the Republic of Poland, remove such persons from the territory of the Republic of Poland.

Article 10
Professional Licenses

The Republic of Poland shall not require members of the U.S. forces, U.S. contractors, or U.S. contractor employees to obtain professional licenses issued by the Republic of Poland in relation to the provision of services provided as part of their official or contractual duties to U.S. forces, dependents, U.S. contractors, U.S. contractor employees, or other persons as mutually agreed.

Article 11

Motor Vehicles

1. The authorities of the Republic of Poland shall honor the registration and licensing by U.S. military and civilian authorities of motor vehicles and trailers of U.S. forces, U.S. contractors, U.S. contractor employees, members of the force and the civilian component, and dependents. Non-tactical vehicles (defined as such by U.S. forces) and trailers may be driven in the territory of the Republic of Poland for the duration of their temporary stay, provided that they are equipped with registration plates with registration numbers and the driver has on his/her person or in the vehicle a document issued by the competent authorities that confirms the registration of the vehicle and a valid technical inspection. Tactical vehicles (defined as such by U.S. forces) do not require registration plates, but shall have appropriate markings and documentation.

2. Upon the request of U.S. forces authorities, appropriate authorities of the Republic of Poland shall register and issue, without charge or additional technical inspection, Polish registration plates and registration certificates for U.S. forces' official, non-tactical vehicles, and for private vehicles of the members of the force and the civilian component, and dependents, in accordance with mutually determined procedures. Vehicles of U.S. contractors and U.S. contractor employees also may be registered by the appropriate authorities of the Republic of Poland by the same method. Registration plates issued for private motor vehicles pursuant to this Paragraph shall be indistinguishable from those ordinarily issued by the authorities of the Republic of Poland for the operation of private motor vehicles.

3. U.S. forces authorities shall provide regularly for the safety of any motor vehicles and trailers registered and licensed by them or used by U.S. forces in the territory of the Republic of Poland.

4. It is the duty of members of the force and the civilian component, U.S. contractors, U.S. contractor employees, and dependents to maintain adequate safety of their private motor vehicles and trailers operated in the territory of Republic of Poland. To this end, privately owned motor vehicles registered in accordance with Paragraph 2 of this Article shall be subject to periodic technical inspections.

5. It is the duty of members of the force and the civilian component, U.S. contractors, U.S. contractor employees, and dependents to obey the law of the Republic of Poland regarding auto liability insurance coverage for their private motor vehicles while in the territory of the Republic of Poland. Official vehicles are self-insured by the United States and may be used only for official purposes as defined in the law of the United States.

6. Official vehicles, trailers, and semi-trailers of U.S. forces shall be accorded treatment equal to official vehicles of the Armed Forces of the Republic of Poland in respect to the payment for the use of roads. Should the Republic of Poland assess road tolls on its Armed Forces in the future, the Parties or their designees shall consult concerning the impact of the change on U.S. forces.

7. Details regarding vehicle registration procedures, the list of technical exemptions, as well as appropriate documentation and proof of valid technical inspection shall be specified in an implementing arrangement to this Agreement.

Article 12

Driving Licenses

1. Authorities of the Republic of Poland shall honor a license or other permit empowering the holder to operate official vehicles, vessels, or aircraft of U.S. forces, issued to a member of the force or member of the civilian component or to U.S. contractor employees by U.S. authorities.

2. The authorities of the Republic of Poland shall accept as valid, without a driving test or fee, driving licenses issued by the United States, its States, or political subdivisions for the operation of private motor vehicles by members of the U.S. forces and dependents, as well as by U.S. contractor employees, provided the holder of the driver's license is 18 years or older. International drivers' licenses shall not be required. A bilingual document certifying entitlement to drive motor vehicles may be issued by military authorities of the United States. It is the duty of such persons to present the appropriate driving license or entitlement document upon request of authorities of the Republic of Poland during the operation of private motor vehicles. The U.S. Executive Agent shall, upon the entry into force of this Agreement, provide to the Polish Executive Agent informational descriptions of the typical information depicted on such driving licenses.

3. U.S. forces authorities, on their own initiative or at the request of the authorities of the Republic of Poland, may withdraw driving privileges from members of the force and, to the extent of their capability, from members of the civilian component, if there is reasonable doubt concerning such individuals' reliability or fitness to operate a motor vehicle. U.S. forces authorities shall notify the authorities of the Republic of Poland of all withdrawals made in accordance with this Paragraph and of all cases where, after such withdrawal, driving privileges have been reinstated.

4. In cases where courts of the Republic of Poland exercise jurisdiction pursuant to Article VII of the NATO SOFA and Article 14 of this Agreement over offenses involving the operation of motor vehicles, and in cases where other authorities of the Republic of Poland are entitled to take measures in relation to such offenses, decisions of the competent authorities of the Republic of Poland suspending or revoking driving privileges shall apply with respect to driving licenses referred to in this Article.

Article 13
Movement of Aircraft, Vessels, and Vehicles

1. In accordance with mutually determined procedures, aircraft, vessels, and vehicles operated by or exclusively for U.S. forces may enter, exit, and move freely within the territory of the Republic of Poland with respect for the relevant rules of air, maritime, and land safety and movement. Such aircraft, vessels, and vehicles shall be free from boarding and inspection without the consent of the United States. Aircraft operated by or exclusively for U.S. forces shall be authorized to over-fly, conduct aerial refueling, land, and take off within the territory of Republic of Poland.
2. Aircraft described in Paragraph 1 of this Article shall not be subject to air navigation fees or any similar charges for flights under this Agreement and shall not be subject to landing or parking fees in the territory of the Republic of Poland. Procedures for designating flights under this Article shall be specified in an implementing arrangement. Vessels described in Paragraph 1 of this Article shall not be subject to pilotage fees, harbor fees, lightage charges, or similar charges within the territory of the Republic of Poland. Except as provided in Article 28 of this Agreement, U.S. forces shall pay standard commercial rates for services requested and received, less taxes, in accordance with Article 19 of this Agreement.
3. For the purpose of this Agreement and to ensure safety of air traffic and of maritime and inland waters navigation, U.S. forces authorities shall coordinate with the competent authorities of the Republic of Poland the terms and conditions for the operations of all systems for controlling air traffic and maritime and inland waters traffic, as well as related communications systems they install and operate.
4. Use of the rail systems in the territory of the Republic of Poland shall be in accordance with arrangements between the railroad companies and U.S. forces. If requested by U.S. forces, the Polish Executive Agent shall assist in making such arrangements. In accordance with Article 3, Paragraph 4, of this Agreement, such assistance shall be provided at no cost to the United States.
5. The movement of tracked vehicles outside of firing ranges and construction sites shall generally be conducted by railroad transportation or on suitable trailers. The movement of tracked vehicles on public streets and roads without the use of rubber track shoes shall be prohibited.
6. The competent authorities of the Parties shall cooperate regarding procedures for U.S. transportation of arms, heavy equipment, and hazardous materials within the territory of the Republic of Poland.

Article 14

Criminal Jurisdiction

1. The Republic of Poland recognizes the particular importance of U.S. forces authorities' disciplinary control over members of the U.S. forces and the effect that such control has on operational readiness. Therefore, at the request of the United States and in furtherance of its commitment to mutual defense, the Republic of Poland hereby exercises its sovereign discretion to waive the Republic of Poland's primary right to exercise criminal jurisdiction as provided by Article VII, Paragraph 3(c), of the NATO SOFA. In specific cases of particular importance to the Republic of Poland, the authorities of the Republic of Poland may withdraw the waiver by providing a statement in writing to the competent U.S. forces authorities not later than thirty (30) days after receipt of the notification described in Paragraph 2 of this Article. The authorities of the Republic of Poland may also submit such a statement prior to receipt of such notification.
2. Subject to any particular arrangements that may be made for minor offenses, U.S. forces shall promptly notify the authorities of the Republic of Poland of each case falling under the provisions of Paragraph 1 of this Article.
3. In the event of dispute over jurisdiction, the competent authorities of the Parties shall promptly consult in order to resolve the dispute. Joint determination of jurisdiction shall normally be made not later than thirty (30) days after the date on which the consultation begins, unless the competent authorities of the Parties decide to extend this deadline by a specific period of time. Until these consultations are concluded, the Parties shall not bring the case to trial.
4. Whenever a member of the force or the civilian component or dependent is prosecuted by the authorities of the Republic of Poland, jurisdiction shall be exercised by non-military courts of the Republic of Poland.
5. Members of the force, members of the civilian component, or dependents shall not be tried *in absentia* without their consent, unless they have wrongfully avoided appearance before the court after properly receiving notice of the date of trial, and they have improperly absented themselves from U.S. forces authorities.
6. U.S. forces shall assist the authorities of the Republic of Poland in obtaining the appearance before judicial authorities in the territory of the Republic of Poland of accused or suspected persons and witnesses who are members of the force or the civilian component or dependents at all proceedings where their presence is required.
7. The authorities of the Republic of Poland shall assist the United States in obtaining the appearance of persons who are not subject to the military law of the United States at all proceedings conducted by U.S. forces in the territory of the Republic of Poland where their presence is required.
8. Cooperation concerning assistance in the carrying out of all necessary investigations into offences, as referred to in Article VII, Paragraph 6(a), of the NATO SOFA, shall be carried out, whenever possible, directly among the authorities responsible for conducting the requested activities. The appropriate authorities of the Parties may enter

into arrangements concerning details of cooperation. Upon request, the appropriate authorities of one Party may participate in evidentiary activities conducted by the appropriate authorities of the other Party. In investigations of offenses, the authorities of one Party shall take into account any evidence collected or report of investigations by the appropriate authorities of the other Party in accordance with applicable laws and regulations.

9. In U.S. proceedings concerning offenses committed in the territory of the Republic of Poland, all victims and witnesses shall be afforded all the rights and privileges afforded to U.S. victims and witnesses in accordance with U.S. law and regulations.

10. Members of the force or of the civilian component shall be exempt from payment of fines, penalties, or similar assessments imposed by the authorities of the Republic of Poland concerning matters arising from the performance of official duty by such members.

Article 15
Determination of Criminal Jurisdiction in Official Duty Cases

For purposes of determining whether an alleged criminal offense has arisen out of an act or omission done in the performance of official duty by a member of the force or of the civilian component under Article VII, Paragraph 3(a)(ii), of the NATO SOFA, a certificate from an appropriate military authority of the United States that the act or omission that may have given rise to the alleged offense was done in the performance of official duty shall constitute conclusive proof of the fact. The authorities of the Republic of Poland may present any information bearing on the official duty determination to U.S. authorities and U.S. authorities shall take account of such information. In those cases where the authorities of the Republic of Poland believe the circumstances of the case require review of the determination, the authorities of the United States and the Republic of Poland will consult immediately.

Article 16
Detention, Control, and Access

1. The authorities of the Parties shall assist each other in the arrest of members of the force or the civilian component or dependents in the territory of the Republic of Poland and in handing them over to the authority that shall exercise jurisdiction.
2. In furtherance of Article VII, Paragraph 5(a), of the NATO SOFA, and in addition to the notification requirement of Paragraph 2 of Article 14 of this Agreement, in cases where the Republic of Poland may have the exclusive right to exercise jurisdiction, U.S. forces authorities shall immediately inform the competent authorities of the Republic of Poland of a member of the force or of the civilian component or a dependent detained by U.S. authorities.
3. The authorities of the Republic of Poland shall notify U.S. forces authorities immediately when a member of the force or the civilian component, or a dependent, is arrested or detained by such authorities. U.S. authorities shall have prompt access to any such individual, upon the request of U.S. forces.
4. A U.S. forces' representative shall be permitted to be present during all proceedings, including interrogations, of such member or dependent by authorities of the Republic of Poland. A U.S. forces' representative shall also be permitted to be present during all proceedings by authorities of the Republic of Poland, including interrogations and judicial proceedings, involving members of the force or the civilian component or a dependent, who are victims of or witnesses to a crime. U.S. forces authorities shall be provided access to statements of such personnel and transcripts thereof, and to judgments and law enforcement reports where members of the force or the civilian component or dependent are victims. The U.S. forces' representative may not participate in such interrogations or proceedings.
5. During all official proceedings, investigations, and interviews conducted by authorities of the Republic of Poland, the authorities of the Republic of Poland shall provide the services of a competent interpreter to a member of the U.S. forces or dependent who does not understand the Polish language, regardless of whether the individual is a defendant, suspect, witness, or victim. The authorities of the Republic of Poland shall provide written translation of documents essential for the proceeding, investigation, or trial into the English language for parties to the trial. Statements by members of the U.S. forces or dependents may be made in the English language, and authorities of the Republic of Poland shall not require such personnel to give statements in the Polish language.
6. Members of the force, members of the civilian component, or dependents under investigation or pending trial by the authorities of the Republic of Poland shall remain or be placed under the control of U.S. authorities, if U.S. authorities so request, until the conclusion of all related judicial proceedings. U.S. authorities shall ensure the appearance of members of the force or of the civilian component and shall make best efforts to ensure the appearance of dependents before the authorities of the Republic of Poland in any proceedings that may require the presence of such person. Should a court of the Republic of Poland determine that pre-trial detention of a member of the force

or of the civilian component, or of a dependent, is appropriate, notice of that determination and the grounds upon which it is based shall be transmitted to the competent U.S. authorities without delay. If U.S. authorities desire to maintain control of the person in such case, the United States shall take full consideration of the terms and conditions set forth in the notice from the authorities of the Republic of Poland in determining the preventive measures and degree of restraint to be imposed. In particular, U.S. authorities shall endeavor to follow the preventive measures and terms of detention imposed by the court of the Republic of Poland to the maximum extent permitted by applicable U.S. law and regulations. In the event the judicial proceedings of the Republic of Poland are not completed within one year of their commencement, U.S. authorities shall be relieved of any obligations under this Paragraph but shall consult with the authorities of the Republic of Poland with a view toward extending the obligation or making the accused available to the authorities of the Republic of Poland. Thereafter, any extension of the obligation shall be by mutual agreement of the Parties.

7. If pre-trial detention by authorities of the Republic of Poland is canceled or other preventive measures are taken with respect to a member of the force, a member of the civilian component, or a dependent suspected of a crime for which the Republic of Poland exercises its right to jurisdiction, the individual shall be transferred to the custody of U.S. forces.

8. When a member of the force or the civilian component, or a dependent, has been convicted by a court of the Republic of Poland and an unsuspended sentence to confinement is adjudged, U.S. authorities may maintain control over the accused until the conclusion of all appellate proceedings and shall keep appropriate authorities of the Republic of Poland apprised of the accused's location.

9. Any period of time spent in confinement imposed by the authorities of the Republic of Poland or by U.S. forces authorities shall be credited against any sentence eventually adjudged in the same case.

10. Confinement imposed by a court of the Republic of Poland upon members of the force, members of the civilian component, or dependents shall be served in penal institutions of the United States or of the Republic of Poland as agreed between the Parties or their Executive Agents. Upon coordination with appropriate authorities of the Republic of Poland, U.S. authorities and families shall be permitted to visit such persons outside of regular visiting hours if such persons are confined in a penal institution of the Republic of Poland. In coordination with the authorities of the Republic of Poland, U.S. forces representatives and family members shall be permitted to provide persons confined in a penal institution of the Republic of Poland with assistance, including for their legal support, health, welfare, and morale, such as clothing, food, bedding, medical and dental care, and religious counseling.

Article 17

Discipline

1. U.S. forces authorities shall be responsible for maintaining discipline among members of the force and the civilian component present in the territory of the Republic of Poland. Military authorities of the Republic of Poland shall not exercise military discipline over members of the force and the civilian component present in the territory of the Republic of Poland. Nothing in this Article, however, shall limit the enforcement of the law of the Republic of Poland by law enforcement authorities of the Republic of Poland.

2. In order to maintain discipline among members of the force, regularly constituted military units or formations of U.S. forces shall have the right to police agreed facilities and areas and to take all appropriate measures to ensure the maintenance of order and security on such premises. Where a portion of an agreed facility or area is jointly used with the Armed Forces of the Republic of Poland, U.S. forces authorities shall coordinate with the appropriate authorities of the Armed Forces of the Republic of Poland to establish cooperative procedures concerning the policing of those jointly used agreed facilities or areas.

3. Outside agreed facilities and areas, U.S. forces military police shall be employed only subject to arrangements with the authorities of the Republic of Poland and in liaison with those authorities and in so far as such employment is necessary to maintain discipline and order among the members of the force. The Parties may agree to employ U.S. forces military police for other purposes as appropriate.

Article 18

Claims

1. Members of the force or of the civilian component shall not be subject to any proceedings for civil claims or administrative penalties arising out of acts or omissions by such persons in the performance of their official duties. Such claims may be presented to the appropriate authorities of the Republic of Poland and processed according to the provisions contained in Article VIII of the NATO SOFA.
2. The Parties or their Executive Agents shall consult on the most appropriate way to handle any other claim, including a claim by a third party that is not covered by the NATO SOFA.
3. For purposes of determining whether potential civil liability has arisen out of any act or omission done in the performance of official duty by a member of the force or the civilian component under Article VIII of the NATO SOFA, certification by the U.S. forces claims office having cognizance of the claim that the act or omission that may have given rise to the claim was done in the performance of official duty shall constitute conclusive proof of the fact. The authorities of the Republic of Poland may present any information bearing on the official duty determination to U.S. authorities, and U.S. authorities shall take account of such information. In those cases where the authorities of the Republic of Poland believe the circumstances of the case require review of the determination, authorities of the United States and the Republic of Poland will consult immediately.
4. As used in this Article, the term “civilian component” shall include all persons, regardless of their nationality or place of residence, who are U.S. employees acting in the performance of official duty as assigned by U.S. forces, but shall not include U.S. contractors, U.S. contractor employees, other contractors and their employees, employees of non-commercial organizations, or employees of the military service activities contemplated in Articles 24, 25, and 26 of this Agreement, regardless of their nationality or place of residence.
5. The settlement or adjudication of claims shall be carried out by the competent authorities of the Parties established in accordance with the respective law of the Parties.
6. Members of the force and the civilian component, and dependents, shall not suffer default judgments or actions prejudicial to their interests in civil proceedings, if their temporary absence from the court is duly justified, including by official duties or authorized absence.
7. In cases where the law of the Republic of Poland requires that compensation for damages be paid as a pension, such pension shall be subject to capitalization in accordance with the terms in force in the territory of the Republic of Poland. The appropriate agency of the United States shall pay the amount due within twelve (12) weeks.

Article 19
Official Tax Exemptions

1. Goods imported by or for U.S. forces for their exclusive use as set out in Paragraph 1 of Article 21 of this Agreement or for supplying their military service support activities as defined in Article 24 of this Agreement shall be exempt from Value Added Tax (VAT), excise tax, or any similar or successor taxes, provided that the imported goods are declared on the certificate described in Article XI, Paragraph 4, of the NATO SOFA (currently Form 302) and U.S. forces is the consignee of such goods. The exemption shall be applied at the time of importation. For the purposes of this Agreement, importation and exportation shall include the movement of goods to or from any country, including countries with which the Republic of Poland shares a joint customs territory, to or from the territory of the Republic of Poland.

2. Goods and services acquired by or for U.S. forces for the purposes prescribed in Paragraph 1 of this Article shall be exempt from VAT, excise tax, or any similar or successor taxes, fees, or charges. The exemption shall be applied at the time of purchase, if the transaction is confirmed by a document issued by U.S. forces that is submitted by U.S. forces to the appropriate tax authority of the Republic of Poland. Further, in the case of goods subject to excise tax, the time of sale exemption from excise tax shall be applied only if the goods are acquired from a tax warehouse and the transaction is confirmed by the document referenced above. In other cases, the exemption shall be granted by reimbursement on a quarterly basis of the tax paid. The reimbursement shall be paid within thirty (30) days after the tax authority of the Republic of Poland receives the request for such reimbursement.

3. The competent authorities of the Republic of Poland shall be provided an appropriate document issued by U.S. forces certifying that the goods and services referred to in Paragraphs 1 and 2 of this Article were consigned to, acquired by, or intended for the use of U.S. forces or for supplying their military service support activities. This document may include a single certification for contracts requiring multiple deliveries.

4. Procedures and forms required for the exemptions set out in Paragraphs 1 and 2 of this Article, as well as any applicable limitations on the quantity of goods, shall be set out in an implementing arrangement.

5. The provisions of the law of the Republic of Poland pertaining to the obligation of an employer or self-employed individual to withhold or prepay income taxes shall not be applicable to income exempt from taxation in the territory of the Republic of Poland under the terms of this Agreement.

6. The provisions of the law of the Republic of Poland pertaining to social security shall not be applicable to the salaries and emoluments of members of the force, members of the civilian component, U.S. contractors, and U.S. contractor employees who are U.S. citizens and who are not ordinarily resident in the territory of the Republic of Poland, European Union Member States, or European Free Trade Association States.

Article 20

Personal Tax Exemptions

1. Income of a member of the force or of the civilian component, or a dependent who is not solely a citizen of the Republic of Poland, shall be exempt from taxation in the territory of the Republic of Poland provided that such income is derived from U.S. Government employment.
2. Income received by a member of the force or of the civilian component, or a dependent who is not solely a citizen of the Republic of Poland, from employment with the non-commercial organizations notified to the Joint Commission established under Article 36 of this Agreement shall be exempt from taxation in the territory of the Republic of Poland.
3. Income of a member of the force or of the civilian component, or a dependent who is not solely a citizen of the Republic of Poland, shall be exempt from taxation in the territory of the Republic of Poland provided that such income is derived from sources outside the territory of the Republic of Poland.
4. Periods during which a dependent is accompanying the member of the force or of the civilian component in the territory of the Republic of Poland shall not be considered as creating a change of residence or domicile for the purpose of determining one's tax residence under the law of the Republic of Poland.
5. Income, including salaries and other remuneration, received by the following persons solely under an employment contract with a U.S. contractor shall be exempt from taxation in the territory of the Republic of Poland:
 - a. U.S. contractor employees; and
 - b. Dependents who are neither citizens solely of, nor ordinarily resident in, the Republic of Poland.
6. Periods during which a U.S. contractor who is a natural person, or a U.S. contractor employee, is present in the territory of the Republic of Poland solely under a contract with or for U.S. forces shall not be considered as periods of presence within the territory of the Republic of Poland, or as creating a change of residence or domicile, for the purpose of taxation under the law of the Republic of Poland.
7. Members of the force or of the civilian component, or dependents, shall not be liable to pay any tax, fee, license charge, or similar or successor charge, including VAT, in the territory of the Republic of Poland on the purchase, ownership, possession, transfer among themselves, or transfer in connection with death of their tangible movable property imported into the territory of the Republic of Poland or acquired for their own personal use. For purchases, subject to any mutually determined limitations, the exemption shall apply at the time of purchase, if feasible, or be reimbursed within thirty (30) days of a request, in accordance with an implementing arrangement.
8. Motor vehicles owned solely for personal use by a member of the force or of the civilian component, or dependents, shall be exempt from taxes related to their

ownership, possession, and use. Other motor vehicles are subject to taxation in accordance with the law applicable in the territory of the Republic of Poland. Use of private motor vehicles—irrespective of their type—is subject to tolls for the use of roads, bridges, and tunnels paid by members of the general public.

9. Members of the force or of the civilian component, or dependents, shall not be liable to pay any tax or similar fees on possession and use in the territory of the Republic of Poland of sound or television broadcast receiving apparatus or internet capable devices.

Article 21
Importation and Exportation for Official Purposes

1. With reference to Article XI of the NATO SOFA, materiel, supplies, equipment, and other property (a) imported by U.S. forces, (b) for the exclusive use by or for U.S. forces, including to supply military service support activities, (c) to be consumed in the performance of a contract with or on behalf of U.S. forces, or (d) to be incorporated into articles or facilities used by U.S. forces, shall be permitted entry into the territory of the Republic of Poland. Such entry shall be free from customs duties, import fees, or other charges. The Parties shall cooperate as may be necessary to ensure that the quantity of materiel, supplies, equipment, and other property imported is reasonable. U.S. forces shall provide the appropriate authorities of the Republic of Poland an appropriate certification that such materiel, supplies, equipment, and other property are being imported by or for U.S. forces or, in the case such imports are for exclusive use by U.S. forces or are to be used or consumed in the performance of a contract with or on behalf of U.S. forces or are to be incorporated into articles or facilities used by U.S. forces, that the materiel, supplies, equipment, or other property are being imported on behalf of U.S. forces.
2. Tax exemptions applying to imports under this Article are set out in Article 19 of this Agreement.
3. The exportation from the territory of the Republic of Poland by U.S. forces of the materiel, supplies, equipment, and other property referred to in Paragraph 1 of this Article shall be exempt from export customs duties, import fees, or other charges.
4. Deposit of the certificate provided for in Article XI, Paragraph 4, of the NATO SOFA shall be accepted in lieu of a customs inspection by the customs authorities of the Republic of Poland of the goods imported or exported by or for U.S. forces under this Article.
5. The Parties shall work together to safeguard against abuse of the exemptions within this Article.

Article 22

Personal Importation and Exportation

1. For the duration of their stay in the territory of the Republic of Poland, members of the force and of the civilian component, dependents, and U.S. contractor employees may, in accordance with mutually determined procedures, import their personal effects and furniture, and one private automobile per person 18 years or older, and other means of transport, free of customs duties and taxes. Such imports may not exceed reasonable amounts for personal use and must not indicate, by its nature or quantity, that the goods are being imported for commercial reasons. The property shall be listed in a document for the purpose of its identification as personal effects. This document shall be submitted to customs authorities of the Republic of Poland. Property and means of transport imported under this Article are to be re-exported by the end of their stay, consumed, or otherwise disposed of in accordance with this Article.

2. Members of the force and of the civilian component, dependents, and U.S. contractor employees may import other goods intended for their personal or domestic use or consumption free of customs duty and taxes during the time they, or in the case of dependents the relevant member of the force or of the civilian component being accompanied, are assigned in the territory of the Republic of Poland. This privilege shall apply not only to goods that are the property of such persons but also to goods sent to them by way of gift or delivered to them in fulfillment of contracts concluded with a person or entity not domiciled in the territory of the Republic of Poland. Such imports shall not exceed reasonable amounts for personal use and must not indicate, by its nature or quantity, that the goods are being imported for commercial reasons. Alcohol products, tobacco, and tobacco products shall not be imported through the military post office. The Parties intend that procedures will be detailed in an implementing arrangement.

3. Tax and duty-free importation under Paragraph 1 of this Article does not include means of transport to be used for commercial purposes. Tax and duty free importation of alcohol products, tobacco, and tobacco products under Paragraph 1 of this Article shall be subject to such limitation as may be mutually determined between the U.S. forces and the authorities of the Republic of Poland in an implementing arrangement respectful of the law of the Republic of Poland.

4. The property referred to in Paragraph 1 of this Article and other goods acquired free of taxes and/or duties may not be sold or otherwise transferred to persons in the territory of the Republic of Poland who are not entitled to import such property duty free, unless such transfer is approved by the appropriate authorities of the Republic of Poland. Payment of customs duties and any taxes due as the result of such transactions shall be the responsibility of the recipient of such property or goods. Transfers of duty-free goods taking place between members of the force, members of the civilian component, dependents, and U.S. contractor employees are not subject to customs duties and taxes. Such transfers are also permissible in the form of gifts to charitable organizations entitled by the appropriate authorities of the Republic of Poland to receive such goods with customs duties exemption. Means of transport may not be transferred to such organizations free of customs duties and taxes.

5. The authorities of the Republic of Poland shall accept duly filed police reports as *prima facie* evidence that tax and duty-free property of members of the force, members of the civilian component, dependents, and U.S. contractor employees has been stolen or lost, which shall relieve the individuals of any liability for payment of taxes or customs duties. U.S. forces shall be responsible for maintaining records of the theft or loss of tax- or duty-free goods as specified in an implementing arrangement, and also records of transfer of such goods. Such records shall be accepted by the authorities of the Republic of Poland as proof of these transfers. The type and scope of the records shall be set out in the implementing arrangement.

6. Members of the force, members of the civilian component, dependents, and U.S. contractor employees may export and/or re-export, free of customs duties or charges, any goods acquired by them during their, or in the case of dependents the relevant member of the force or of the civilian component being accompanied, period of duty in the territory of the Republic of Poland or imported by them into the territory of the Republic of Poland.

Article 23
Customs Procedures

1. The authorities of the Republic of Poland shall ensure the smooth and rapid clearance of imports and exports contemplated under this Agreement, pursuant to Article XI of the NATO SOFA.

2. Customs controls and clearance in accordance with Article XI of the NATO SOFA and this Agreement shall be implemented through procedures mutually determined between the appropriate authorities of the Republic of Poland and U.S. forces. Any customs inspection by the customs authorities of the Republic of Poland of incoming or outgoing personal property of members of the force, members of the civilian component, or dependents, shall be conducted when the property is delivered to or picked up from the individual's residence.

3. U.S. forces classified information may be imported into and exported from the territory of Republic of Poland without being subjected to a customs inspection. U.S. forces classified information shall be appropriately marked and shall be certified as such by the appropriate U.S. forces authority. Before releasing U.S. forces classified information for import or export, the customs authorities of the Republic of Poland may request that an appropriate U.S. military authority review such certification. Details of procedures shall be set forth in an implementing arrangement.

4. U.S. forces authorities shall establish appropriate measures to prevent abuses of the rights granted under Article XI of the NATO SOFA and Articles 21–23 of this Agreement. U.S. forces authorities and the authorities of the Republic of Poland shall cooperate in the prevention, detection, and resolution of any customs violations.

Article 24
Military Service Support Activities

1. With prior notification to the Polish Executive Agent, U.S. forces may, within agreed facilities and areas, establish, maintain, and operate military service support activities solely for use by members of the force, members of the civilian component, dependents, and such other authorized personnel as may be mutually determined and may construct, furnish, maintain, and operate military service support activities either directly or through a contract. Military service support activities may include: retail stores, such as military service exchanges and commissaries; financial activities; open messes; social and educational centers; and recreational service areas. Subject to the provisions of Article 8 of this Agreement, the authorities of the Republic of Poland shall not require U.S. forces to obtain permits and licenses to establish, maintain, and operate such activities.

2. Military service support activities are integral parts of U.S. forces and shall be accorded the fiscal and customs exemptions granted to U.S. forces, including those provided in Articles 19 and 21 of this Agreement. Such military service support activities shall be established, maintained, operated, and controlled in accordance with applicable U.S. regulations. U.S. forces shall not be required to collect or pay taxes or other similar charges for activities related to the operation of military service support activities.

3. U.S. forces authorities, in cooperation with the authorities of the Republic of Poland, shall adopt appropriate measures to prevent the sale of goods and property imported into or acquired in the territory of the Republic of Poland to persons who are not authorized to patronize such military service support activities. Limitations on the purchase by individual patrons of goods imported or acquired with exemption from taxes and customs duties may be established. Goods subject to these limitations may include alcohol products, tobacco products, gasoline, and items of significant value.

Article 25
Financial Institutions

1. U.S. forces may enter into contracts with financial institutions to maintain and operate Community Banks or Credit Unions or other financial activities, in order to provide retail banking services and other financial services in the territory of the Republic of Poland for the exclusive use of members of the force, members of the civilian component, dependents, those U.S. contractor employees and U.S. contractors who are individuals and who are nationals of the United States or are ordinarily resident in the United States, and other authorized personnel as mutually determined.
2. Prior to commencement of operation of Community Banks or Credit Unions or other financial activities, U.S. forces shall notify the authorities of the Republic of Poland of the scope of financial services to be provided, and shall promptly report any change of that scope.
3. Community Banks or Credit Unions or other financial activities mentioned in Paragraph 1 of this Article may be established, maintained, and operated solely within agreed facilities and areas and other mutually agreed locations.
4. Provisions of this Article do not prejudice the right of U.S. forces and of their designated representatives and the authorized patrons referred to in Paragraph 1 of this Article to open and use bank accounts in accordance with the law of the Republic of Poland.
5. Financial institutions mentioned in Paragraph 1 of this Article shall comply with procedures concerning customer due diligence, transaction monitoring, and reporting designed to counteract money laundering and terrorism financing in accordance with international norms. Specific procedures may be set forth in an implementing arrangement.
6. Community Banks and Credit Unions or other financial activities mentioned in Paragraph 1 of this Article shall be established and operated in accordance with applicable U.S. regulations and shall be supervised by relevant U.S. forces authorities. The authorities of the Republic of Poland are not liable for activities conducted under this Article.
7. U.S. forces authorities shall ensure that the financial institutions referred to in Paragraph 1 of this Article observe the provisions of this Article.

Article 26
Military Postal Services

1. The United States may establish, maintain, and operate military post offices for the purpose of collection, transportation, and delivery of postal items and the provisions of related postal services exclusively for use by U.S. forces, members of the force, members of the civilian component, U.S. contractors, U.S. contractor employees, dependents, and U.S. military retirees. Importation of goods through military post offices is limited to those persons authorized to import goods free of duty and tax and is subject to the limitations established in accordance with Paragraph 2 of Article 22 of this Agreement.
2. Items posted at military post offices may bear stamps of the United States.
3. Official mail shall not be subject to customs inspection, search, or seizure by authorities of the Republic of Poland.
4. Customs inspections shall be carried out in accordance with procedures mutually determined between the appropriate authorities of the Republic of Poland and U.S. forces.

Article 27
Telecommunications

1. U.S. forces shall respect environmental and safety laws and regulations in the operation of telecommunications equipment in the territory of the Republic of Poland. The Executive Agents shall consult regarding the operation of such equipment with the goal to mitigate endangerment of human health and safety. Such consultations should be conducted prior to the use of new equipment by U.S. forces in the territory of the Republic of Poland or upon request of either of the Executive Agents.

2. U.S. forces shall be allowed to operate their own telecommunication systems (as the term “telecommunication” is defined in the Constitution and Convention of the International Telecommunication Union, with annexes, done at Geneva December 22, 1992, as amended). This shall include the right to utilize such means and services as are required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio frequencies for this purpose. In accordance with mutually determined procedures, U.S. forces shall coordinate with the Polish Executive Agent concerning the use of frequencies in order to avoid the occurrence of harmful interference from their operating equipment, unless, in exceptional cases, urgent operational circumstances do not permit such coordination. In such cases, U.S. forces shall notify the Polish Executive Agent as soon as possible. Use of radio frequencies shall be without charge to the United States.

3. In the event that equipment of U.S. forces or contractors causes interference with the operation of equipment in the territory of the Republic of Poland or outside its territory, the competent authorities of the Republic of Poland shall act pursuant to the Constitution and Convention of the International Telecommunication Union, with annexes, done at Geneva December 22, 1992, as amended, and the relevant law of the Republic of Poland. If necessary, U.S. forces or contractors shall promptly eliminate such interference.

Article 28
Logistics Support and Utilities

1. For all logistics support not covered under Article 5 of this Agreement, the Republic of Poland shall make its best efforts, consistent with its national priorities, to provide to U.S. forces in the territory of the Republic of Poland, upon request, logistics support on a reimbursable basis, unless otherwise mutually determined by the Parties or their Executive Agents. As appropriate, such logistics support shall be provided in accordance with the ACSA or successor agreements.

2. For any logistics support and reimbursement therefor not addressed by Paragraph 1 of this Article, the Republic of Poland shall accord to U.S. forces treatment no less favorable than is accorded to the Armed Forces of the Republic of Poland, in accordance with mutually determined procedures.

3. U.S. forces and contractors working or living in agreed facilities and areas shall be allowed to use water, electricity, and other public utilities on terms and conditions, including rates or charges, no less favorable than those available to the Armed Forces or the Government of the Republic of Poland in like circumstances, less taxes in accordance with Article 19 of this Agreement, unless otherwise agreed. U.S. forces' costs shall be equal to their proportionate share of the cost of such utilities unless otherwise agreed.

Article 29

Currency

1. U.S. forces shall have the right to import and export U.S. currency or instruments denominated in the currency of the United States in any amount. U.S. forces, members of the force, members of the civilian component, and dependents may use U.S. currency or instruments denominated in the currency of the United States for transactions *inter se* in the territory of the Republic of Poland. U.S. forces may also use U.S. currency or instruments denominated in the currency of the United States in any transaction where the counterparty is willing to accept such currency or instruments.

2. Members of the force, members of the civilian component, and dependents may import U.S. currency and instruments denominated in currency of the United States as well as currency otherwise permitted to be imported by the law of the Republic of Poland, and may export any currency and instruments denominated in any such currency, provided that such member or dependent has either imported such currency or instruments or received such currency or instruments from U.S. forces authorities. Such imports and exports shall be subject to applicable reporting and control requirements of the Republic of Poland.

3. U.S. forces authorities shall, in cooperation with the authorities of the Republic of Poland, take appropriate measures in order to prevent any abuse of the rights granted under this Article and to safeguard the system of foreign exchange regulations and the anti-money laundering and counter-terrorism financing legal regime of the Republic of Poland insofar as they apply to personnel and financial services covered by this Agreement.

4. U.S. forces authorities may distribute to, or exchange for, members of the force, members of the civilian component, and dependents currency of, and instruments denominated in the currency of:
 - a. the United States;
 - b. the Republic of Poland;
 - c. the Euro zone; and
 - d. any other country, to the extent required for the purpose of authorized travel, including travel on leave.

Article 30

Security

1. The authorities of the Parties shall cooperate closely to ensure the protection, safety, and security of U.S. forces, U.S. contractors, U.S. contractor employees, and dependents. Within its capabilities, the Republic of Poland shall take such measures as are reasonable and necessary to ensure such protection, safety, and security. The Parties recognize that the Republic of Poland has overall responsibility to provide security within its territory.

2. The Republic of Poland hereby recognizes that U.S. forces have all the rights and authorities necessary for U.S. forces' use, operation, defense, or control of agreed facilities and areas, including taking appropriate measures to maintain or restore order and to protect U.S. forces, U.S. contractor employees, and dependents. U.S. forces shall coordinate security plans and intends to coordinate such measures with the appropriate authorities of the Republic of Poland.

3. Upon request of either Party and with the consent of the appropriate authorities of the Republic of Poland, U.S. forces authorities may operate outside of the agreed facilities and areas in order to ensure security of U.S. forces, U.S. contractors, U.S. contractor employees, and dependents. During such operations, U.S. forces authorities shall clearly identify their special status and shall immediately contact the appropriate authorities of the Republic of Poland, and act consistently with their instructions.

4. If property of U.S. forces is stolen, lost, or taken illegally, the Republic of Poland shall take all reasonable measures to assist U.S. forces to regain possession of said property.

Article 31
Environment and Safety

1. The Parties agree to implement this Agreement in a manner consistent with the protection of the natural environment of the Republic of Poland and human health and safety, and to pursue a preventative rather than reactive approach to environmental protection. To this end, the Parties shall cooperate to ensure problems that may arise are dealt with immediately in order to prevent any lasting damage to the environment or endangerment of human health and safety. The United States shall respect the relevant law of the Republic of Poland concerning environmental protection. The competent authorities of the Parties shall cooperate in all matters relating to environmental protection.
2. U.S. forces may dispose of U.S. unexpended ordnance in the territory of the Republic of Poland in accordance with mutually determined procedures and with due regard for public safety.
3. U.S. forces authorities shall inform members of the force and the civilian component, dependents, and U.S. contractors who will be staying in the territory of the Republic of Poland of the Republic of Poland's environmental protection laws, including the provisions of this Agreement. The Parties agree to consult to ensure educational materials accurately reflect the Republic of Poland's environmental protection law.
4. The Parties shall fully cooperate in the timely exchange of all relevant existing information concerning environmental and health protection at a site used by the United States. The environmental standards applied by the United States shall accurately reflect the more protective of United States, Republic of Poland, or applicable international agreement standards. To that end, during the development and periodic review of environmental standards, the Parties shall cooperate and consult to ensure that Republic of Poland standards are accurately reflected or that the U.S. standards and those in any applicable international agreement provide for the protection that is at least equal to standards of the Republic of Poland.
5. The United States shall not intentionally release any hazardous waste or hazardous materials owned by it and, if a spill occurs, shall expeditiously take actions in accordance with procedures consistent with applicable agreements in order to contain the environmental contamination resulting from the spill. The United States shall promptly inform the appropriate authorities of the Republic of Poland of the incident and the actions taken. If the incident occurs outside of the agreed facilities or areas, such actions shall be coordinated with appropriate authorities of the Republic of Poland. As allowed under U.S. law and regulations, U.S. forces intend such actions also to include steps to mitigate endangerment to human health and safety.
6. The United States shall not be responsible for the unintentional release of any pre-existing hazardous wastes, hazardous materials, or contamination.
7. Prior to starting works that either Party has reason to believe could result in the release of pre-existing environmental contamination, hazardous waste, or hazardous substances, the United States shall consult with the Republic of Poland on the scope

of work to be conducted and the technologies to be utilized. The United States shall utilize technologies that protect, to the maximum extent reasonable, against the release of such pre-existing contamination.

8. If the United States has to remove or contain pre-existing hazardous wastes, hazardous materials, or contamination, due to the Republic of Poland not addressing such waste, materials, or contamination, the cost to the United States if removed or contained shall constitute a credit against any claim arising from damage for which the United States is responsible under Article 18 of this Agreement.

9. The United States shall provide to the Republic of Poland data and information in its possession to allow the competent authorities of the Republic of Poland to carry out regular measurements and observations at a site necessary to enable the Republic of Poland to manage its environmental programs, monitor the current condition of the environment, and monitor implementation of environmental, health, and safety standards. Subject to prior coordination and the access provisions of any site-specific agreement, the competent authorities of the Republic of Poland shall take any measures provided for by the law of the Republic of Poland to monitor the state of the environment and use of the environment by the United States. The Executive Agents shall consult promptly regarding any concerns and potential mitigation actions related to such measurements and observations.

10. The Republic of Poland shall promptly undertake to inform the United States about potential environmental, health, and safety emergencies arising within the territory of the Republic of Poland from sources other than the United States that may affect the health and welfare of members of the force, members of the civilian component, dependents, U.S. contractors, U.S. contractor employees, or authorized activities, and shall take prompt action to respond to such emergencies, including advising the United States of the actions to be taken. The United States shall promptly undertake to inform the Republic of Poland about potential environmental, health, and safety emergencies arising from its activities within the territory of the Republic of Poland and take prompt action to respond to such emergencies, advising the Republic of Poland of the actions to be taken.

11. Specific processes to ensure the timely application of the provisions of this Article shall be addressed in an implementing arrangement between the Parties or their Executive Agents. Those processes shall be designed to avoid administrative delay that would result in greater environmental damage or increased health or safety threats.

12. As may be necessary for the environmentally sound management of hazardous wastes, U.S. forces shall provide all information required under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal done at Basel on March 22, 1989 (the "Basel Convention"), and other provisions of international and European Union law to which the Republic of Poland is a Party or is obligated to comply, for the transboundary movement of hazardous wastes. The Republic of Poland shall designate an entity to act on behalf of U.S. forces as the competent authority for the purpose of required notifications under the Basel Convention.

Article 32 Healthcare

1. The Parties agree to implement this Agreement in a manner consistent with the protection of public health. The United States shall respect the relevant law of the Republic of Poland concerning public health while ensuring due regard for the health of members of the force, members of the civilian component, dependents, and U.S. contractor employees. The Parties agree to pursue a preventative rather than reactive approach towards communicable human, animal, and plant diseases. The competent authorities of the Parties shall cooperate in matters relating to the public health of both Parties. Both Parties shall cooperate promptly and inform each other as to specific procedures and practices governing medical conduct in the event of outbreaks of contagious human or animal diseases that threaten public health in order to ensure the safety of both U.S. personnel and citizens of the Republic of Poland.
2. Prior to reporting for duty in the territory of the Republic of Poland, members of the force are to be determined by U.S. forces authorities to be medically qualified to perform duties in accordance with U.S. laws and regulations. Members of the civilian component, dependents, and U.S. contractor employees shall be encouraged to have health examinations prior to arrival in the territory of the Republic of Poland. In the event that the World Health Organization declares an epidemic or pandemic in a country from which a member of the civilian component or a U.S. contractor employee departs for the Republic of Poland, such member of the civilian component or U.S. contractor employee shall receive an appropriate health examination prior to entry into the territory of the Republic of Poland.
3. Members of the force, members of the civilian component, dependents, and U.S. contractor employees may receive health care at public health care facilities located in the territory of the Republic of Poland. In such cases, the authorities of the Republic of Poland shall assist such persons with the medical documentation required for health insurance claims reimbursement. Costs related to this health care shall be the responsibility of the recipient of the services, with no requirement to pay in advance upon presentation of proof of health insurance.

Article 33
Contracting Procedures

1. U.S. forces may enter into and execute contracts for the acquisition of goods and services, including construction, in the territory of the Republic of Poland. U.S. forces may procure from any source. Such procurement shall be in accordance with U.S. laws and regulations.
2. U.S. forces shall inform prospective contractors concerning the application of U.S. laws and regulations relating to contracting.
3. U.S. forces shall publicize information to prospective contractors in the territory of the Republic of Poland concerning planned procurements to be executed in the territory of the Republic of Poland, to the maximum extent feasible and to the same extent provided to prospective contractors within the United States.
4. U.S. forces shall utilize Polish natural persons and legal entities as suppliers of goods and services to the extent feasible in accordance with U.S. laws and regulations.
5. To the extent permissible, U.S. forces shall accord to contractors who are citizens of the Republic of Poland and who are registered legal entities in the territory of the Republic of Poland treatment no less favorable than that accorded to contractors who are not citizens of the Republic of Poland and legal entities not registered in the Republic of Poland.
6. The authorities of the Republic of Poland shall accord to U.S. forces treatment in regard to the procurement of goods and services no less favorable than that accorded to the Armed Forces of the Republic of Poland.

Article 34
Status of Contractors

1. U.S. contractors and U.S. contractor employees shall be exempt from laws and regulations of the Republic of Poland with respect to the terms and conditions of their employment to perform work under contracts with U.S. forces, and with respect to required work permits, and the licensing and registration of businesses and corporations solely with regard to the provision of goods and services to U.S. forces in the territory of the Republic of Poland.
2. U.S. contractors shall be exempt from all corporate or excise taxes arising solely from the delivery to U.S. forces of goods or services, or from construction of facilities for U.S. forces. U.S. contractors also shall not be subject to any form of income or profits tax by the Republic of Poland or its political subdivisions on that portion of income or profits derived from a contract or subcontract with U.S. forces.
3. The rights of U.S. contractors and U.S. contractor employees arising under this Agreement shall not apply to contracts other than those relating to goods and services provided under contracts or subcontracts with or for U.S. forces.
4. Contractors and contractor employees shall be allowed access to facilities to which access is controlled by the authorities of the Republic of Poland to the extent required to allow them to go to and from agreed facilities and areas where their presence is required for the performance of a contract. Once approved, and subject to the provisions of this Paragraph, access to such facilities shall remain in effect for the duration of the performance of the contract. The access shall be granted within no more than five (5) working days and, in exceptional circumstances, within no more than three (3) working days, from the date the Republic of Poland receives the request. Such access may be denied, suspended, or withdrawn by U.S. forces authorities or the authorities of the Republic of Poland for reasons of security or due to misconduct on the part of the contractor or contractor employee. If competent authorities of one Party deny, withdraw, or suspend such access, they shall state the reasons for their decision in writing to the competent authorities of the other Party. Contractors and contractor employees who have not received access but have not been denied access may be escorted, upon prior coordination with the appropriate Polish commander or his or her designee, and after providing any necessary information, by a person authorized by the competent authorities of the Republic of Poland, if available, or by a member of the force or of the civilian component or a contractor designated by the U.S. authorities, to and from the agreed facilities and areas where their presence is required for the performance of the contract through the facilities to which access is controlled by the competent authorities of the Republic of Poland. The scope of information and procedure for the request shall be as mutually determined between the Executive Agents.

Article 35

Labor

1. U.S. forces and organizations conducting those military service activities described in Articles 24, 25, and 26 of this Agreement may employ local civilian employees and dependents in the territory of the Republic of Poland, and shall determine the numbers, duties, qualifications, and suitability of persons to be employed, including that they may be required to have no record of criminal conviction. Such dependents shall not be required to possess a work permit. The employment of local civilian employees shall take place on the basis of a written employment contract.
2. U.S. forces, and such organizations mentioned in Paragraph 1 of this Article, shall set terms and conditions in their employment of local civilian employees in accordance with applicable U.S. laws and regulations taking into consideration prevailing wages in the territory of the Republic of Poland. Such employment terms and conditions shall respect Polish labor law, including by providing the level of protection granted to such employees not less favorable than envisaged in the labor law of the Republic of Poland, to the degree that is not inconsistent with this Agreement or the military requirements of U.S. forces.
3. Wages for local civilian employees shall be set after additionally taking into consideration any tax obligations of the employee, as well as other contributions and payments, including to social security, the Labor Fund, and the State Fund for Rehabilitation of Disabled Persons. The Parties or their designees shall establish mutually determined procedures in an implementing arrangement in order to implement this Paragraph. Local civilian employees shall only be hired after such an implementing arrangement is concluded.
4. Establishment and modification of the job grading system, wages, benefits other than social contributions referred to in Paragraph 3 of this Article, and supplementary payments paid to local civilian employees shall remain within the sole authority of U.S. forces and such organizations mentioned in Paragraph 1 of this Article, as applicable, with due consideration given to provisions of the law of the Republic of Poland regarding the minimal remuneration for work.
5. Local civilian employees employed in the territory of the Republic of Poland shall not have the right to strike.
6. Local civilian employees shall be allowed access, from the date of their employment, to a facility to which access is controlled by the authorities of the Republic of Poland to the extent required to allow them to go to and from agreed facilities and areas where their presence is required for the performance of their employment. Once approved, and subject to the provisions of this Paragraph, access to such facilities shall remain in effect for the duration of the performance of their employment. The access shall be granted within no more than five (5) working days and, in exceptional circumstances, within no more than three (3) working days, from the date of receiving the request. Such access may be denied, suspended, or withdrawn by U.S. forces authorities or authorities of the Republic of Poland for reasons of security or due to the employee's misconduct. If competent authorities of one Party deny, withdraw, or suspend such

access, they shall state the reasons for their decision in writing to the competent authorities of the other Party.

7. Within the framework of the Joint Commission, a Labor Subcommittee shall be established. Issues relating to employment of local civilian employees, including labor-management relations, may be discussed within the Joint Commission and its Labor Subcommittee. Employee complaints or grievances regarding administrative and disciplinary actions, including terminations of employment contracts, shall be reviewed and resolved at the lowest competent level through consultation between the employee and the employer. Specific procedures for the resolution of employment disputes and employee complaints through Labor Subcommittee and Joint Commission intervention shall be set out in an implementing arrangement. In the event that all measures of consultation above are exhausted, the employee shall have the right to submit his or her claims to the courts of the Republic of Poland within fourteen (14) days from the completion of the consultation proceedings.

8. Local civilian employees employed within agreed facilities and areas shall be subject to U.S. forces regulations in respect to maintenance of public order and safety, insofar as such regulations do not contravene the law of the Republic of Poland.

Article 36
Implementation and Dispute Settlement

1. As appropriate, the Parties or their designees shall enter into implementing arrangements to carry out the provisions of this Agreement.
2. In accordance with Articles VII and XIII of the NATO SOFA, the Parties shall, within their power, assist each other in the prevention, detection, and resolution of any abuses of the tax and customs regulations and in ensuring payment of duties, taxes, and penalties resulting from such abuses.
3. Any divergence in views or disputes regarding the interpretation or application of this Agreement shall be resolved at the lowest competent level through consultation between the Parties or their Executive Agents and shall not be referred to any national or international court, tribunal or other similar body, or any third party for settlement.
4. The Parties hereby establish a Joint Commission to facilitate implementation of this Agreement. The Joint Commission shall consist of governmental representatives appointed by the Parties or their designees. As soon as possible after this Agreement enters into force, the Parties or their designees shall notify each other of their respective representatives charged with developing the terms of reference of the Joint Commission and shall designate the co-chair for their side. The Joint Commission shall determine its own procedures, consistent with this Agreement, and arrange for such auxiliary organs and administrative services as may be considered appropriate in the implementation of this Agreement. Each Party shall bear the costs of its participation in the Joint Commission.

Article 37
Final Provisions

1. This Agreement shall enter into force in accordance with the internal law of each Party and upon the date of the later of the written notifications, through diplomatic channels, whereby the Parties inform each other that all their internal procedures necessary to bring this Agreement into force have been fulfilled.
2. This Agreement has been concluded for an indefinite period of time. It may be terminated by written notification by either Party and in that event it terminates two (2) years after the receipt of the notification.
3. Upon entry into force, this Agreement shall supersede the Agreement Between the Government of the Republic of Poland and the Government of the United States of America on the Status of the Armed Forces of the United States of America in the Territory of the Republic of Poland, signed at Warsaw December 11, 2009 (“the SSA”), and the Agreement Between the Government of the Republic of Poland and the Government of the United States of America Concerning Cooperation, effected by exchange of notes at Warsaw, June 22 and July 15, 2015, as amended (“the ACC”).
4. All implementing agreements and arrangements to the SSA and ACC shall continue in effect as implementing agreements or arrangements to this Agreement to the extent that implementing agreements or arrangements are not in conflict with this Agreement. The Parties agree that, in cases where there is conflict with this Agreement, the terms of this Agreement shall prevail, and the Parties, or their Executive Agents, as appropriate, shall work expeditiously to modify or amend any such implementing agreement or arrangement to conform with this Agreement.
5. This Agreement may be amended at any time by mutual written agreement of the Parties. Any such amendments shall enter into force pursuant to the terms set out in Paragraph 1 of this Article.
6. Annexes to this Agreement, and any appendices thereto, shall form an integral part of this Agreement and may be amended by written agreement of the Parties or their Executive Agents.

DONE at Warsaw, this 15th day of August, 2020, in duplicate, in the Polish and English languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF
THE REPUBLIC OF POLAND**

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA**

ANNEX A

Agreed Facilities and Areas

- Łask Air Base
- Drawsko Pomorskie Training Area
- Żagań Training Area (including Military Training Center, and Żagań, Karliki, Trzebień, Bolesławiec, and Świętoszów Military Complexes)
- Skwierzyna Military Complex
- Powidz Air Base and Military Complex
- Poznań Military Complex
- Lubliniec Military Complex
- Toruń Military Complex
- Orzysz / Bemowo Piskie Training Area
- Mirosławiec Air Base
- Ustka Training Area
- Czarne Training Area
- Wędrzyn Training Area
- Biedrusko Training Area
- Nowa Dęba Training Area
- Wrocław Airport (Wrocław-Strachowice)
- Kraków-Balice Airport (Balice)
- Katowice Airport (Pyrzowice)
- Dęblin Air Base

ANNEX B

Support to U.S. Forces' Presence

In furtherance of the principles and objectives referenced in the Preamble of this Agreement and the Joint Declarations referenced therein, including that the United States plans to enhance its current military presence, and in order to support more effectively the presence of U.S. forces in the territory of the Republic of Poland; and

Recognizing the need to provide infrastructure and logistics support to meet U.S. forces' requirements in order to enable the deployment and employment of U.S. forces to, within, and through the territory of the Republic of Poland, the Parties agree to the following special measures:

I. Definitions

For the purpose of this Annex:

1. "Poland-Provided Infrastructure" (hereinafter "PPI") shall mean the contributions of the Republic of Poland to build, improve, and outfit infrastructure. PPI contributions shall not apply to the Redzikowo Ballistic Missile Defense site or NATO Enhanced Forward Presence (eFP) activities.

2. "Poland-Provided Logistics Support" (hereinafter "PPLS") shall mean the contributions of Republic of Poland to satisfy the logistical requirements of U.S. forces in the territory of the Republic of Poland. PPLS contributions shall not apply to the Redzikowo Ballistic Missile Defense site or NATO eFP activities.

II. Poland-Provided Infrastructure (PPI)

1. The PPI contributions provided by the Republic of Poland shall typically be "in-kind." Cash contributions for PPI shall be provided by the Republic of Poland to the U.S. Executive Agent in advance for the development of project criteria packages, design surveillance, construction surveillance, and in the exceptional cases described in this Paragraph. The Parties intend that the Executive Agents will work together in implementation of PPI, including in the described exceptional cases. The Parties mutually acknowledge that exceptional cases include when, in consultation between the Executive Agents:

- (a) the U.S. Executive Agent determines that in-kind procedures do not meet the requirements of U.S. forces, including where the contractor must be a U.S. firm or require U.S. contract award and implementation because of security requirements;

- (b) the U.S. Executive Agent determines resolution of identified design or construction deficiencies is not initiated within thirty (30) days of initial notification by the U.S. Executive Agent to the Polish Executive Agent; and
- (c) the Executive Agents mutually determine that it is a more practical or economically beneficial option.

In cases of the U.S. Executive Agent's determinations in Subparagraphs (a) and (b) above, the U.S. Executive Agent shall inform the Polish Executive Agent as soon as possible. In all exceptional cases, contracts shall be awarded by U.S. forces in accordance with Article 33 of this Agreement. The Republic of Poland shall remit cash payments to the U.S. Executive Agent for exceptional cases within sixty (60) days of initial notification to the Polish Executive Agent. Details concerning cash contributions for such exceptional cases will be the subject of consultation by the Executive Agents, including within the framework of the Joint Commission and any subcommittees, as appropriate. Cash contributions to the U.S. Executive Agent under this Paragraph shall be made in U.S. Dollars.

2. The Republic of Poland shall remit PPI cash payments to the U.S. Executive Agent for project criteria package development, design surveillance, and construction surveillance in U.S. Dollars no later than March 1 of each year. The date of such payments during the first calendar year of this Agreement shall be as mutually determined.

3. The Polish Executive Agent shall be responsible for the design, contract award, construction, and construction management of in-kind PPI projects. The U.S. Executive Agent shall approve all construction design and development, including final design approval, to ensure U.S. standards and requirements, including U.S. operational requirements, are met. The U.S. Executive Agent shall be responsible for the development of project criteria packages, design surveillance, and construction surveillance. In the exceptional cases referenced in Paragraph II.1 of this Annex, the U.S. Executive Agent is also responsible for the full design and construction of such PPI projects. PPI shall include outfitting, including provision of furniture, fixtures, and equipment for the provided facilities. Polish materials and services shall be used to the maximum extent practicable for in-kind PPI construction, provided they meet applicable U.S. standards.

4. The Polish Executive Agent shall award construction contracts only to contractors selected from a mutually determined pre-qualified list of eligible contractors, identified based upon jointly approved criteria of eligibility. The Polish Executive Agent shall implement construction projects in accordance with the corresponding timeline as identified during project design.

5. In-kind PPI projects shall meet U.S. standards and requirements, including U.S. operational requirements. As part of its design and construction surveillance functions, the U.S. Executive Agent shall be entitled to conduct design reviews during the design phase of projects, and to conduct construction inspections at reasonable times during all phases of construction. Upon completion of construction, the Executive Agents shall conduct a joint pre-acceptance inspection of in-kind PPI projects. Following this

pre-acceptance inspection, the U.S. Executive Agent shall notify the Polish Executive Agent in writing of any deficiencies it has identified. The Polish Executive Agent shall initiate resolution of the identified deficiencies, as determined by the U.S. Executive Agent, within thirty (30) days after the date of the inspection. If the Republic of Poland is unable or unwilling to initiate resolution of the deficiencies prior to expiration of the thirty (30) day period, the U.S. Executive Agent shall have the right to correct the deficiencies either through the use of members of U.S. forces or by contracting for such corrections in accordance with Article 33 of this Agreement. The Republic of Poland shall be responsible for the costs of any such corrections as notified in writing by the U.S. Executive Agent.

6. Within thirty (30) days of acceptance of facilities constructed under the PPI program, a joint inspection of the project shall be conducted and a written report prepared. The report shall reflect the condition of all facilities, improvements, and other property. Upon final acceptance by both Executive Agents, PPI facilities shall be made available for U.S. forces use.

7. The project list, found in Appendix 1 to this Annex, represents the list of projects the Republic of Poland shall construct for use by U.S. forces. The Executive Agents shall consult as necessary, but no less than biannually, on implementation of the project list including any mutually determined adjustments to the project list. In exceptional cases, the Executive Agents shall consult and favorably consider project list additions supporting emergent operational requirements of U.S. forces.

8. The Executive Agents shall jointly establish the prioritization and execution timeline of PPI projects at a given agreed facility and area, as well as the timeline, including planning, design, surveillance, and construction, of PPI projects for the upcoming calendar year not later than July 31 of the preceding calendar year. Due to unforeseen or emergent circumstances, the U.S. Executive Agent may, in consultation with the Polish Executive Agent, substitute a project or adjust the execution prioritization of projects within the current Polish Fiscal Year, provided the revised project is of equal or lesser cost than the original project and is feasible. To reduce cost overruns, minimize construction schedule delays, and limit changes in the scope of individual projects, the Executive Agents shall regularly review the aforementioned prioritization and execution timelines of PPI projects.

9. Additional implementing details of PPI may be described by the Executive Agents in separate implementing arrangements or appendices to this Annex.

III. Poland-Provided Logistics Support (PPLS)

1. The PPLS contributions provided by the Republic of Poland shall typically be “in-kind.” Cash contributions for PPLS shall be provided by the Republic of Poland to the U.S. Executive Agent in the exceptional cases described in this Paragraph. The Parties intend that the Executive Agents will work together in implementation of PPLS, including in the described exceptional cases. The Parties mutually acknowledge that exceptional cases include when, in consultation between the Executive Agents:

- (a) the U.S. Executive Agent determines that in-kind procedures do not meet the requirements of U.S. forces, including where the contractor must be a U.S. firm or require U.S. contract award and implementation because of security requirements;
- (b) the U.S. Executive Agent determines resolution of identified deficiencies is not initiated within thirty (30) days of initial notification by the U.S. Executive Agent to the Polish Executive Agent; and
- (c) the Executive Agents mutually determine that it is a more practical or economically beneficial option.

In cases of the U.S. Executive Agent's determinations in Subparagraphs (a) and (b) above, the U.S. Executive Agent shall inform the Polish Executive Agent as soon as possible. In all exceptional cases, any contracts shall be awarded by U.S. forces in accordance with Article 33 of this Agreement. Cash contributions shall be provided in U.S. Dollars within sixty (60) days of initial notification to the Polish Executive Agent.

2. Under PPLS, the Republic of Poland shall provide to U.S. forces at the agreed facilities and areas designated in Annex A to this Agreement, upon request and in full without a right to reimbursement by the United States, the following:

- (a) All facility and infrastructure sustainment and operations requirements, such as:
 - i. Utilities (including electricity, water, sanitation/refuse collection and disposal, wastewater processing, heat, ventilation, and air conditioning),
 - ii. Industrial waste, medical waste, and hazardous waste/material collection and removal/disposal,
 - iii. Facility and area sustainment, restoration, and modernization services,
 - iv. Utility and ground support fuels,
 - v. Lodging services,
 - vi. Food services,
 - vii. Laundry and custodial services,
 - viii. On and off-installation shuttle services,
 - ix. Fuel distribution services,
 - x. Storage services, including storage of ammunition and fuel,
 - xi. Fire and emergency services response, and Role 1 medical services,
 - xii. Installation security / defense, and
 - xiii. Telecommunications infrastructure installation and maintenance services;
- (b) War reserve materiel / prepositioned equipment storage and maintenance services;
- (c) Seventy-five (75) percent of the cost of fuels, including aviation fuels and ground transportation fuels up to the volume established, at least annually, in

consultation between the Executive Agents (generally this would be equal to the annual statement of requirements provided by the U.S. Executive Agent in accordance with Paragraph 3 below), and fifty (50) percent of the cost of fuels beyond the established volume; and

(d) Other logistical support as mutually determined by the Executive Agents.

The Republic of Poland shall provide host nation labor and equipment, including equipment rental, necessary to meet U.S. forces' requirements covered by this Paragraph. Polish materials and services shall be used to the maximum extent practicable for in-kind PPLS provided they meet applicable U.S. requirements and standards.

3. In accordance with mutually determined procedures, requests for PPLS contributions should be provided to the Polish Executive Agent via a statement of requirements for each agreed facility and area. The U.S. Executive Agent may also provide such statements of requirements due to unforeseen circumstances or emergent operational requirements.

4. In-kind PPLS shall meet U.S. standards and requirements, including U.S. operational requirements. In the event that the Republic of Poland is unable to provide such PPLS to meet such standards or requirements, and following notification to the Polish Executive Agent, the Executive Agents shall consult to determine a payment mechanism, including the provision of cash by the Republic of Poland to the U.S. Executive Agent to enable U.S. forces or U.S. contractors to effect or procure such logistics equipment, supplies, and services.

5. The Polish Executive Agent shall award in-kind PPLS contracts only to contractors selected from a mutually determined pre-qualified list of eligible contractors, identified based on jointly approved criteria of eligibility.

6. The Executive Agents shall consult as necessary, but no less than biannually, on implementation of PPLS, including any mutually determined adjustments to the scope of PPLS provided in Paragraph III.2 of this Annex.

7. Additional implementing details of PPLS may be described by the Executive Agents in separate implementing arrangements or appendices to this Annex.

APPENDIX 1

TO

ANNEX B

List of Polish–Provided Infrastructure Projects

Poznań Military Complex

(U.S. Forces Headquarters (HQ) Elements)

1. Command and Control (C2) Facility
2. Information Systems Facility and Network Architecture
3. Expand Billeting Capacity [supporting up to 700 personnel]
4. Dining Facility [supporting up to 700 personnel]
5. Maintenance Building Renovation and Motorpool

Drawsko Pomorskie Training Area

(Combat Training Center and Support Location)

1. Staging and Marshalling Area [supporting up to 3,600 personnel]
2. Information Systems Facility and Network Architecture
3. Combat Training Center facilities

Wroclaw Airport (Wroclaw-Strachowice)

(U.S. Forces Aerial Port of Debarkation (APOD) Primary Operating Location)

1. APOD Ramp [4 x C-5 aircraft capable]
2. Taxiways to APOD Ramp
3. Hot Cargo Pad / Munitions Handling / Munitions Holding Area
[1 x C-5 aircraft capable, includes supporting up to 70 thousand (k) pounds (lbs)
Net Explosive Weight (NEW)]
4. Aerial Port Facilities (Cargo & Material handling)
5. Passenger Terminal
6. Contingency Beddown Area [supporting up to 550 personnel]
7. Railhead and Rail Extensions
8. Anti-Terrorism / Force Protection Upgrades - APOD site
9. Dining Facility [supporting up to 450 personnel]
10. Dormitory and Laundry Facilities [supporting up to 450 personnel]
11. Medical / Dental Clinic
12. Fitness Center
13. Post Office
14. Operations Administration Facility
15. Armory
16. Communications Infrastructure

17. Vehicle Maintenance/Motorpool Area

Lask Air Base

(U.S. Forces Remotely Piloted Aircraft (RPA) Primary Operating Location)

1. RPA Ramp [supporting up to 12 RPAs]
2. RPA Hangars [supporting up to 12 RPAs]
3. Connecting Taxiways [for RPA Ramp and Hangars]
4. RPA Cockpit Pads
5. Munitions Storage Areas [4.2 million (M) lbs NEW]
6. Munitions Holding Area [supporting up to 30k lbs NEW]
7. Hot Cargo Pad [1 x C-5 aircraft capable, supporting up to 30k lbs NEW]
8. Contingency Beddown Area [supporting up to 550 personnel]
9. General Administration Facility
10. Medical / Dental Clinic
11. Armory
12. RPA Squadron Operations Facility
13. Post Office
14. Dining Facility [supporting up to 450 personnel]
15. Dormitory and Laundry Facilities [supporting up to 450 personnel]
16. Anti-Terrorism / Force Protections Upgrades
17. Ground Communications and Data Support Area
18. Communications Infrastructure
19. Motorpool Area

Powidz Air Base and Military Complex

(U.S. Forces Aviation, Logistics, Special Operations, and Air Defense Location)

1. Ammunition Storage Facility [31 Earth Covered Magazines - 12.4M lbs NEW]
2. Large Bulk Fuel Storage and Distribution Facility
[1.5M gal with 800k gallons fuel system supply point]
3. Information Systems Facility and Network Architecture
4. Deployable Air Base System (DABS) Storage Facility
5. Special Operations Forces (SOF) C2 Logistics Facility [Battalion (BN) -level]
6. Barracks – 6 [supporting up to 2400 personnel]
7. Dining Facilities – 2 [supporting up to 1,428 personnel each]
8. Mission Command Complex
[1 x Brigade (BDE)-level HQ, 4 x BN-level HQs]
9. Medical / Dental Clinic
10. Logistics Operations Supply Support Activity, Maintenance, and Motorpool
11. Rotary Wing Aviation Parking Apron, Wash Apron, and Fuel Point [supporting up to 51 aircraft]
12. Rotary Wing Aviation Maintenance Hangars [supporting up to 51 aircraft]

13. Rotary Wing Aviation Ground Vehicle Maintenance and Motorpool
14. Air Defense Artillery Mission Command HQ [BN-level]

Lubliniec Military Complex

(U.S. Forces SOF Operating Location)

1. SOF Operations Facility [Company (CO) -level]

Żagań Training Area and Toruń and Skwierzyna Military Complexes

(U.S. Forces Armored Brigade Combat Team Location)

1. Staging and Marshalling Area (Świętoszów, Trzebień, Pstrąże)
[supporting up to 4,800 personnel]
2. Railroad Track and Railhead (Świętoszów) [3 spurs, 1 siding]
3. Bulk Fuel Storage and Distribution Facility (Świętoszów)
[1M gallons with 800k gallons fuel system supply point]
4. Brigade Complex [1 x BDE-level HQ, 7 x BN-level HQs]
5. Barracks [supporting up to 4,800 personnel]
6. Dining Facilities [supporting up to 4,800 personnel]
7. CO Operations Facilities – 37
8. Ground Vehicle Maintenance Facilities – 7
9. Motorpool Facilities – 7
10. BDE Support BN Warehouse
11. Medical / Dental Clinic
12. Brigade Complex Support Facilities
13. Information Systems Facility and Network Architecture
14. Training Barracks and Dining Facility (Toruń)
[supporting up to 430 personnel]

Kraków–Balice Airport (Balice)

(U.S. Forces APOD Secondary Operating Location)

1. Runway [C-5 aircraft capable]
2. Aerial Port Ramp [2 x C-5 aircraft capable]
3. Connecting Taxiways
4. Aerial Port Facilities (Cargo & Material handling)
5. Passenger Terminal / Area
6. Contingency Beddown Area [supporting up to 550 personnel]
7. Railhead and Rail Extensions
8. Anti-Terrorism / Force Protection Upgrades
9. Hot Cargo Pad / Munitions Handling / Munitions Holding Area
[1 x C-5 aircraft capable, includes supporting up to 30k lbs NEW within site constraints]

Katowice Airport (Pyrzowice)

(U.S. Forces APOD Secondary Operating Location)

1. Aerial Port Ramp [2 x C-5 aircraft capable]
2. Connecting Taxiways
3. Aerial Port Facilities (Cargo & Material handling)
4. Passenger Terminal / Area
5. Contingency Beddown Area [supporting up to 550 personnel]
6. Railhead and Rail Extensions
7. Anti-Terrorism / Force Protection Upgrades
8. Hot Cargo Pad / Munitions Handling / Munitions Holding Area
[1 x C-5 aircraft capable, includes supporting up to 30k lbs NEW]

Mirowslawiec Air Base

(U.S. Forces RPA Secondary Operating Location)

1. RPA Shelters [supporting up to 12 RPAs]
2. RPA Cockpit Pads
3. Anti-Terrorism / Force Protection Upgrades
4. Ground Communications and Data Support Area
5. Communications Infrastructure
6. Munitions Holding Area [supporting up to 30k lbs NEW]
7. Munitions Storage Area [supporting up to 200k lbs NEW]
8. Hot Cargo Pad [1 x C-5 aircraft capable, supporting up to 30k lbs NEW]
9. Contingency Beddown Area [supporting up to 550 personnel]
10. RPA Squadron Operations Facility
11. Armory
12. Fitness Center

Dęblin Air Base

(U.S. Forces RPA Secondary Operating Location)

1. RPA Squadron Operations Facility
2. RPA Ramp [supporting up to 12 RPAs]
3. Parallel Taxiway and Connecting Taxiways [for RPA Ramp and Shelters]
4. RPA Shelters [supporting up to 12 RPAs]
5. RPA Cockpit Pads
6. Anti-Terrorism / Force Protection Upgrades
7. Ground Communications and Data Support Area
8. Communications Infrastructure
9. Munitions Holding Area [supporting up to 30k lbs NEW]
10. Munitions Storage Area
[supporting up to 25k lbs NEW within site constraints]
11. Hot Cargo Pad [1 x C-5 aircraft capable, supporting up to 30k lbs NEW]
12. Contingency Beddown Area [supporting up to 550 personnel]