AGREEMENT
BETWEEN
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF
THE REPUBLIC OF ARMENIA
CONCERNING
COOPERATION IN THE AREA OF COUNTERPROLIFERATION OF WEAPONS OF MASS DESTRUCTION

The Government of the United States of America and the Government of the Republic of Armenia, hereinafter referred to as the Parties,

With a view to countering the proliferation of weapons of mass destruction, and technology, materials, and expertise directly related to such weapons; and

Desiring to prevent the unauthorized transfer, including transit, and transportation of nuclear, biological, and chemical weapons and materials directly related to such weapons;

Have agreed as follows:

ARTICLE 1

1. Pursuant to the terms of this Agreement, the Parties shall cooperate with a view to countering the proliferation of weapons of mass destruction. To achieve this objective, the Government of the United States of America shall, as appropriate, assist the Government of the Republic of Armenia, upon the latter's request, through the provision or loan of equipment, supplies, materials, technology, as well as providing appropriate personnel training or other relevant services.

2. The activities provided for in Clause 1 of the Article shall focus on:

   (a) countering the proliferation of weapons of mass destruction, as well as technology, materials and expertise directly related to such weapons;

   (b) preventing unauthorized transfer, including transit and transportation of nuclear, biological or chemical weapons as well as materials directly related to such weapons; and

(c) such other activities for the achievement of the objective of this Agreement as are mutually agreed.

3. The activities of the Government of the United States of America under this Agreement shall be subject to the availability of appropriated funds and shall be at no expense to the Government of the Republic of Armenia.

ARTICLE 2

Each Party shall designate an Executive Agent to implement this Agreement. For the Government of the United States of America, the Executive Agent shall be the Department of Defense and other agencies which may be designated as appropriate. For the Government of the Republic of Armenia, the Executive Agents shall be the Ministry of Foreign Affairs, the Ministry of National Security, the Ministry of Defense, and the Ministry of State Revenue, and other agencies which may be designated as appropriate.

ARTICLE 3

The Parties, through their Executive Agents, shall enter into implementing agreements or written arrangements as appropriate to accomplish the objective set forth in Article 1 of this Agreement. Any implementing agreements or arrangements between the Executive Agents of the Parties shall be consistent with the provisions of this Agreement. In case of any inconsistency between this Agreement and any implementing agreements or arrangements, the provisions of this Agreement shall prevail.

ARTICLE 4

Any disagreements or disputes concerning the interpretation or implementation of this Agreement as well as any disputes concerning the discrepancies between this Agreement and any implementing agreements or arrangements provided for in Article 3 shall be resolved solely through consultation or negotiation between the Parties.

ARTICLE 5

1. The Government of the Republic of Armenia shall facilitate the entry and exit of military and civilian personnel of the Government of the United States of America and contractor

personnel of the Government of the United States of America into and out of the territory of the Republic of Armenia for the purpose of carrying out activities in accordance with this Agreement.

2. Official government aircraft of the United States of America used in connection with activities pursuant to this Agreement in the Republic of Armenia shall be free of customs charges, landing fees, tolls, and any other charges assessed within the territory of the Republic of Armenia. Official government aircraft of the United States of America operated in connection with activities pursuant to this Agreement shall be free of customs inspections in the Republic of Armenia. All equipment, supplies, materials, and technology delivered by official government aircraft of the United States of America in connection with this Agreement shall be subject to declaration and expedited and easier customs. Manifests for such equipment, supplies, materials, and technology shall be presented to the appropriate customs authorities.

3. If an official government aircraft of the United States of America is used for transportation to the Republic of Armenia, its flight plan shall be filed in accordance with the procedures of the International Civil Aviation Organization applicable to civil aircraft, including in the "Remarks" section of the flight plan a confirmation that the appropriate clearance has been obtained. The Government of the Republic of Armenia shall provide, at no expense to the Government of the United States of America, parking, security protection, and servicing of official government aircraft of the United States of America.

ARTICLE 6

Unless the written consent of the Government of the United States of America has first been obtained, the Government of the Republic of Armenia shall not transfer title to, or possession of, any equipment, supplies, materials, technology, training or services provided by the Government of the United States of America pursuant to this Agreement to any entity, other than an officer, employee or agent of a Party conducting activities within the framework of this Agreement for a Party to this Agreement and shall not permit the use of such equipment, supplies, materials, technology, training or services for purposes other than those for which it has been furnished. The Government of the Republic of Armenia shall take all reasonable measures within its jurisdiction to ensure the security of equipment, supplies, materials, technology, training or services provided by the Government of the United States of America pursuant to this Agreement and shall protect them against seizure or conversion.

ARTICLE 7

1. The Government of the Republic of Armenia shall, in respect of all legal proceedings and

claims, other than contractual claims, hold harmless and indemnify the Government of the United States of America and its personnel, contractors, and contractors' personnel, against damages or loss of property, or death or injury to any persons in the territory of the Republic of Armenia, arising out of activities carried out for purposes of this Agreement.

2. The provisions of this Article shall not prevent the Parties from providing compensation in accordance with their respective national laws.

ARTICLE 8

Military and civilian personnel of the Government of the United States of America present in the territory of the Republic of Armenia for activities related to this Agreement shall be accorded privileges and immunities equivalent to those accorded to administrative and technical staff personnel in accordance with the Vienna Convention on Diplomatic Relations of April 18, 1961.

ARTICLE 9

1. The Government of the United States of America and its personnel, contractors, and contractors' personnel shall not be liable, in connection with activities under this Agreement, to pay any taxes, customs duties or similar charges assessed within the territory of the Republic of Armenia.

2. The Government of the United States of America, its personnel, contractors, and contractors' personnel may upon the consent of the Parties import into, and export out of, the Republic of Armenia any equipment, supplies, materials, technology, training or services required to implement this Agreement. Such importation and exportation shall, as appropriate, be subject to the expedited decision of the Cabinet of Ministers of the Government of the Republic of Armenia.

ARTICLE 10

In the event that the Government of the United States of America awards contracts for the acquisition of articles and services, including construction, to implement this Agreement, such contracts shall be awarded in accordance with the laws and regulations of the Government of the United States of America. Acquisition of articles and services in the Republic of Armenia by or on behalf of the Government of the United States of America in implementation of this Agreement shall not be subject to any taxes, customs duties or any similar charges assessed within the territory of the Republic of Armenia.

ARTICLE 11

Upon written request provided thirty days in advance, duly authorized representatives of the Government of the United States of America shall have the right during the period of this Agreement and for three years thereafter, to examine the use of any equipment, supplies, materials, technology, training, or services provided by the Government of the United States of America in accordance with this Agreement, at sites of their location or use, and shall have the right to audit and examine all records or documentation related to equipment, supplies, materials, technology, training, or services provided in accordance with this Agreement.

ARTICLE 12

This Agreement shall enter into force upon the date on which the Parties exchange diplomatic notes confirming the completion by each Party of all applicable procedures required for entry into force of this Agreement, and shall remain in force for seven years. This Agreement may be amended or extended by written agreement of the Parties and may be terminated by either Party upon ninety days written notification to the other Party of its intention to do so. Notwithstanding the termination of this Agreement or the implementing agreements, the obligation of the Government of the Republic of Armenia in accordance with Articles 6 and 7 of this Agreement shall continue to apply without respect to time, unless otherwise agreed in writing by the Parties.

DONE at Washington D.C. this ____ day of _____, 2000, in duplicate, in the English and Armenian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE REPUBLIC OF ARMENIA: