

SUPPLEMENTARY AGREEMENT

**TO THE AGREEMENT ON THE STATUS OF THE NORTH ATLANTIC TREATY
ORGANIZATION, NATIONAL REPRESENTATIVES AND INTERNATIONAL STAFF,
SIGNED IN OTTAWA, ON 20 SEPTEMBER 1951,**

BETWEEN

THE PORTUGUESE REPUBLIC

AND

THE NORTH ATLANTIC TREATY ORGANIZATION,

**REGARDING THE STATUS OF THE NATO COMMUNICATIONS AND
INFORMATION AGENCY IN THE PORTUGUESE REPUBLIC**

Preamble

The Portuguese Republic and the North Atlantic Treaty Organization (NATO), hereinafter referred to as the “Parties”,

In view of the North Atlantic Treaty signed in Washington D.C. on 4 April 1949;

In view of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, signed in London on 19 June 1951;

In view of the Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff, signed in Ottawa on 20 September 1951;

Considering the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed in Paris on 28 August 1952, which applied to the NATO Communications and Information Systems School (NCISS);

In view of the Agreement among the States Parties to the North Atlantic Treaty and the other States Participating in the Partnership for Peace regarding the Status of their Forces, signed in Brussels on 19 June 1995, and any Protocols thereto with effect in the territory of the Portuguese Republic;

In view of the Charter of the NATO Communications and Information Organization (C-M(2012)0049) establishing the NCI Agency as the Executive body of the NCIO;

Considering that on 8 June 2011, the North Atlantic Council approved the new NATO Command Structure (NCS), which included the move of the NCISS to Portugal (PO(2011)0204-FINAL);

Acknowledging the NATO Investment Committee decision AC/4-DS(2015)0017, dated 15 October 2015, to assign Host Nation’s responsibility to Portugal for the building of the new facility in Reduto Gomes Freire (RGF);

Acknowledging the change of name of the NCISS to “NATO Communications and Information Academy”;

Considering the North Atlantic Council decision, dated 28 May 2019, approving the signature of this Supplementary Agreement;

Have agreed as follows:

Article 1
Definitions

In this Supplementary Agreement, the term:

- a) "Ottawa Agreement" means the Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff, signed in Ottawa on 20 September 1951;
- b) "Paris Protocol" means the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed in Paris on 28 August 1952;
- c) "NAC" means the North Atlantic Council;
- d) "NCIO" means the NATO Communications and Information Organization;
- e) "NCI Agency" means the NATO Communications and Information Agency; it includes the NCI Academy, the NCI Agency CSU Lisbon, the NCI Agency Satellite Ground Terminal F12 and any other NCI Agency locations in Portugal;
- f) "NCISS" means the NATO Communications and Information Systems School;
- g) "NCI Academy" means the NATO Communications and Information Academy;
- h) "CSU" means the NCI Agency Customer Support Unit, which is an integral part of the NCI Agency providing decentralized support to the NCI Agency and to NATO military commands in Portugal;
- i) "SGT F12" means Satellite Ground Terminal F12, a SATCOM infrastructure located in Almada;
- j) "NATO partnership and cooperation programs" means all NATO partnership and cooperation initiatives, whether based on a geographical or functional relationship, approved by the North Atlantic Council;
- k) "Staff Members" comprises NATO International Civilians (NICs), military personnel and civilian employees provided by an armed service of a NATO member State, and Local Wage Rate personnel;
- l) "NATO International Civilians" (NICs) means personnel of the NCI Agency recruited from among the nationals of members of the Alliance and appointed to the NCI Agency;
- m) "Local Wage Rate personnel" means civilian personnel not having international status whose employment by the NCI Agency is governed by Portuguese legislation;

- n) "Dependent" means the spouses or registered partners of the NCI Agency Staff Members, the children of Staff Members who are under the age of 18 and the children aged 18 or over, but not older than 25, provided that they form part of the household prior to their first entry on the Portuguese territory and still form part of this household, and that they are unmarried and financially dependent on the NCI Agency Staff Member; handicapped children who are financially dependent on NCI Agency Staff Members are considered Dependents whatever the age of the child;
- o) "National Experts" (NATEX) means civilian and military personnel from NATO member States and partner States sent by their Nations as national technical experts to a specific NCIA project/program;
- p) "Students and Visiting Instructors" means civilian and military personnel from NATO member States and partner States, academia and/or other individuals participating in training activities at the NCI Academy;
- q) "Contractors" means the technical experts, specialists and consultants employed by a contractor or under a contract with the NCI Agency, present in the Portuguese Republic for the sole purpose of executing a contract within the official purpose of the NCI Agency;
- r) "Personnel" means all the individuals employed by the NCI Agency or visiting the NCI Agency for official purposes, to include Staff Members, National Experts, Students, Visiting Instructors and Contractors, as well as temporary staff and interns;
- s) "Permanent resident" means a non-Portuguese citizen holding a permanent residence permit issued by the competent Portuguese authority;
- t) "RGF" means the Reduto Gomes Freire compound.

Article 2

Purpose

1. The purpose of this Supplementary Agreement, including its Annex, which constitutes an integral part thereof, is to govern the establishment and the status of the NCI Agency in the Portuguese Republic as well as the status of its Personnel.
2. This Supplementary Agreement does not reduce the privileges and immunities set out in other applicable international agreements.

Article 3

Status and legal capacity of the NCI Agency

1. The NCI Agency is entitled to the immunities and privileges granted to the subsidiary bodies of the NAC under the Ottawa Agreement.
2. The Portuguese Republic shall include the NCI Agency locations on its territory in its registry of international organizations and equivalent organizations with representation in the Portuguese Republic.
3. As the executive body of the NCIO, the NCI Agency has juridical personality in accordance with the Charter of the NCIO and has capacity to, in particular, conclude contracts and acquire, own, and dispose of property.
4. When requested to do so by the NCI Agency, the Portuguese Republic may provide support in legal matters in which the NCI Agency is an interested party.
5. The NCI Agency shall only reimburse, without taxes, the Portuguese Republic expenditure incurred by the Portuguese Republic to which the NCI Agency has previously consented.

Article 4

Inviolability of premises, archives and correspondence of the NCI Agency

1. The premises of the NCI Agency are inviolable.
2. Any access to the premises of the NCI Agency by the Portuguese Republic officials for the performance of their official functions shall require the prior approval of the General Manager of the NCI Agency or the designated representative.
3. NATO's archives and documents, as well as its official correspondence and official communication, wherever and by whomever held, including the diplomatic bag, shall be inviolable.
4. Official correspondence to the NCI Agency, among others sent by NATO and non-NATO States represented at the NCI Agency, may be sent through official channels, where such are available, without Portuguese charges or any restrictions, inspection, delay, or other control.
5. Upon request and as agreed by the General Manager of the NCI Agency or the designated representative, the labour inspection authorities of the Portuguese Republic shall be given access to the premises of the NCI Agency, for inspection purposes and at reasonable times, where Local Wage Rate personnel and/or concessionaires' employees perform their activities. Nothing in this Article shall be interpreted as limiting

the immunities of the NCI Agency. Neither shall it constitute a right for the Portuguese Republic labour inspection to perform functions with respect to other Staff Members or National Experts. The NCI Agency shall assist these authorities in the performance of their duties. Any such visit will be in accordance with the applicable security agreements and NATO security regulations.

Article 5

Immunity of the NCI Agency

The NCI Agency, its property and its assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process, including immunity of jurisdiction and immunity from seizure, attachment and/or any other enforcement measures, except as expressly waived in accordance with Article V of the Ottawa Agreement.

Article 6

Fiscal immunities and entitlements applicable to the NCI Agency

1. The Portuguese Republic shall not derive revenue from the activities or property of the NCI Agency.
2. The NCI Agency shall enjoy exemption in the Portuguese Republic from all taxes, duties, fees and charges, and is authorized to import, export or contract directly for the acquisition of goods and services, free from all direct and indirect taxes, customs duties and quantitative restrictions, including with respect to publications.
3. The NCI Agency shall be exempt from taxes, duties, fees and charges related to licenses or permits, irrespective of the level at which they may be levied, on all its official activities, to include but not limited to:
 - a) Any turnover, funds or income allocated or returned through the official activities of the NCI Agency, be it as fees, charges, donations or interest generated on funds held by it;
 - b) The purchasing, ownership, registration, and operation of its official motor vehicles and trailers.
4. Except for amounts which are no more than charges for services rendered, the NCI Agency shall be exempt from taxes, duties, fees and charges in the Portuguese Republic on:

- a) Fuels and lubricants for the use of aircraft, vessels, or any other motor vehicles, trailers, satellite terminals and communication systems, owned by or operated in support of the NCI Agency's official activities;
- b) Fuels and lubricants used for heating/cooling systems or power generators in the operation of the NCI Agency;
- c) Use of harbour, airports and airfields;
- d) Activities covered by environmental regulations and programs, in particular scrapping and disposal of property, and use of infrastructure;
- e) Use or operation of radio, TV, or other telecommunication devices and equipment, procured for official purposes, to include stamp duties and license fees and use of spectrum;
- f) Dispatch and receiving of mail and packages from outside or within the Portuguese Republic, through its postal services, with the exception of postal charges enforced in accordance with international agreements;
- g) Funds transferred to or by the NCI Agency.

5. The exemptions provided for in the present Article shall also apply to:

- a) Import or supply of goods, other property and to services obtained by the Portuguese Republic acting in support of or on behalf of the NCI Agency specifically;
- b) Goods, other property, as well as services, imported or acquired in the Portuguese Republic, acting in support of or on behalf of the NCI Agency, for use by commercial entities, whose services are acquired by the NCI Agency through a commercial contract performed within or outside the Portuguese Republic;
- c) The activities of the NCI Agency's Morale and Welfare programs, with regards to goods, supplies, other property, as well as services, on the condition that such activities are duly approved by the NCI Agency.

6. The tax exemptions granted to the NCI Agency include import of and purchases in the Portuguese Republic of provisions, equipment, supplies and other goods and services in reasonable quantities for the operation of canteens, messes and cafeterias, established with the purpose of sales or distribution of such provisions, supplies or services to Personnel and Dependents.

7. The NCI Agency may operate, participate in and utilize, either directly, through another NATO entity or through a concessionaire:

a) Canteens, understood as shops or exchanges, facilitating the provision of and reselling of tax-duty-free goods and services to the Personnel and Dependents, if applicable;

b) Cafeterias, understood as dining facilities serving the Personnel;

c) Messes, understood as facilities serving light meals, beverages, and promoting socialization among the Personnel.

8. When to be operated within RGF, the above shall be subject to the prior approval of the competent Portuguese authorities.

9. The NCI Agency shall be exempt from taxes on income deriving from sales and services rendered in their canteens, messes and cafeterias, or from other Morale and Welfare activities, whether operated directly or through a concessionaire. The tax exemption enjoyed by the NCI Agency does not extend to income or profit earned by a concessionaire and which the concessionaire, under the Portuguese Republic laws, may be responsible to report for tax purposes.

10. Purchase of items in canteens, cafeterias and messes may be limited by age restriction or be rationed at the discretion of the NCI Agency.

11. All persons permitted onto the premises of the NCI Agency may buy or be provided tax-free food and drink items to be consumed in the NCI Agency's cafeterias or messes and may purchase NCI Academy and exercise/event labelled items for their personal use.

12. In addition to the right to export and re-export, the NCI Agency shall have the right to dispose of equipment, surplus, and scrap.

13. Pursuant to paragraph 6, acknowledging that the Portuguese Republic shall have the right to first purchase, items may otherwise be disposed of:

a) By sale to individuals or to commercial enterprises, which are duly authorized to trade in the Portuguese Republic, on the condition that the Portuguese Republic taxes and duties, based on market-value at the time of disposal, are paid;

b) Without payment of duties or taxes, due to destruction, theft or damage, on the condition that the circumstances and disposal is certified by Portuguese authorities on an authorized scrapping form, customs or other appropriate document;

c) Without payment of duties or taxes, to charities and similar organizations, on the condition that they are exempt from Portuguese taxes on the donated items.

14. For the purposes of verifying the status of the NCI Agency, with regard to forms required to accomplish tax and duty-free purchases in EU countries, as well as to import, export and re-export of goods, the Portuguese Republic shall appoint an authority to certify forms submitted by the NCI Agency.

Article 7

Banking and currency dispositions applicable to the NCI Agency

1. The NCI Agency may open and hold bank accounts and postal accounts and hold and operate accounts in currencies of any kind. Such accounts shall be exempt from currency regulations applicable in the Portuguese Republic and from any national emergency measures, laws or regulations against bank or postal accounts. The accounts held by the NCI Agency, which are afforded international financing in accordance with C-M (69)22, shall be guaranteed by the Portuguese Republic within the limits foreseen by the Deposit Guarantee Fund. Equally, the NCI Agency may hold money and currency of all kinds and without any restrictions on conversions.

2. The NCI Agency, which is afforded international funding in accordance with C-M (69)22, and any accounts held by it, shall furthermore be subject to the procedures set out in NATO Financial Regulations, to the management and control of the NCIA Financial Controller and to audits performed by the NCIA internal auditor and NATO International Board of Auditors.

Article 8

Notifications regarding Staff Members and other personnel

1. The NCI Agency shall provide adequate information on the Staff Members, Dependents and National Experts, on an annual basis, in order to facilitate the implementation of applicable immunities, privileges and entitlements. The NCI Agency shall also inform upon arrival and departure of such persons, and expected significant growth, if any.

2. The detailed procedure for the provision of the above information shall be determined by the competent Portuguese authorities.

Article 9

Immunities and privileges of high-ranking personnel

1. In addition to the immunities and privileges set out in this Article, NATO international civilians of grade A6 and above and General and Flag Officers of NATO grade OF-6 and above shall be accorded the privileges and immunities normally accorded to diplomatic personnel of comparable rank but, at the minimum, the following:

- a) Immunity from all legal actions, arrest or detention in the Portuguese Republic;
- b) Inviolability of their personal papers and documents, whether in paper or digital format;
- c) Facilities with respect to currency or exchange such as accorded to Foreign Diplomatic Staff of equivalent status;
- d) Immunities and facilities in the Portuguese Republic with respect to personal baggage as are accorded to Foreign Diplomatic Staff of equivalent status; and
- e) Immunity in the Portuguese Republic with respect to words spoken and acts committed, including words written by them.

2. If the persons referred to in this Article are Portuguese nationals, they shall be accorded only the immunities and privileges laid down in subparagraphs (b) and (e) above.

3. The immunities stipulated in this Article shall be maintained after the appointment ceases, with respect to the period of their mission.

4. When in the Portuguese Republic in their official capacity for the NCIO, the immunities set out in this Article shall equally apply to NATO international civilians of grade A6 and above and General and Flag Officers of NATO grade OF-6 and above posted outside the Portuguese Republic.

5. The NCI Agency will cooperate with the Portuguese authorities to facilitate adherence to the Portuguese Republic legislation and prevent abuse of the afforded immunities and privileges, it being understood that the status is not granted for the personal advantage of those who receive it but in order to enable them to perform their functions in furtherance of the North Atlantic Treaty.

6. Immunities may be withdrawn by the respective authorities of the civilian and military individuals, as appropriate, upon request of the Portuguese authorities, whenever the immunity would otherwise inhibit the normal course of legal process, and on the condition that the waiver would not prejudice the interests of the NCI Agency.

Article 10

Staff Members and National Experts

1. Staff Members and National Experts will be handled in accordance with the following provisions, depending on their status.
2. With regard to NATO International Civilians (NICs):
 - a) The terms and conditions of employment of NICs shall be governed exclusively by the applicable NATO regulations and the contract of employment. Disputes pertaining to such employment shall be handled solely in accordance with the applicable North Atlantic Council approved regulations. Recourse to Portuguese courts, tribunals, agencies or similar fora shall not be granted.
 - b) NICs are exempted from all taxes on the salaries and emoluments paid to them in that capacity, as well as from contributions to Portuguese social and pension schemes, provided that they are covered by mandatory NATO group insurance schemes and pension schemes.
3. Military personnel and civilian employees provided by an armed service of a NATO member State, as well as National Experts, who are not Portuguese citizens or permanent residents in the Portuguese Republic in accordance with paragraph 2 of Article 11, are exempted from all taxes on the salaries and emoluments paid to them, and from contributions to Portuguese social and pension schemes, if they are covered by their respective national social and pension schemes.
4. Staff Members and National Experts shall be immune from legal process in respect of words spoken or written and of acts done by them in their official capacity and within the limits of their authority.
5. Staff Members, National Experts and Dependents, who are not Portuguese citizens or permanent residents in the Portuguese Republic, shall be granted the same repatriation facilities in time of international crisis as are accorded to diplomatic personnel of comparable rank.
6. The NCI Agency may employ Local Wage Rate personnel under the same conditions as any employer under the laws of the Portuguese Republic. Without prejudice to its immunities, the NCI Agency shall comply with the obligations under Portuguese law regarding contributions to Portuguese social and pension schemes, including the required deductions on salaries and emoluments paid to Local Wage Rate personnel.

Article 11

Entry, departure, work and stay of Staff Members, National Experts and Dependents

1. The Portuguese Republic shall issue to Staff Members, National Experts and Dependents, except to those who are Portuguese citizens or permanent residents in the Portuguese Republic, the same identity cards as issued to International Military headquarters with representation in the Portuguese Republic.
2. Considering that Staff Members, National Experts, National Contributions and Dependents, who are not Portuguese citizens or permanent residents in the Portuguese Republic, are in the Portuguese Republic in support of the NCI Agency, their presence being exclusively associated with the NCI Agency and being of a temporary non-resident nature, notwithstanding the duration of their orders or contracts, the terms “permanent resident” and “permanently residing” shall not be applied or enforced by the Portuguese Republic to such persons in any regards.
3. The Portuguese Republic may authorize Dependents from non-EU countries to work, subject to a reciprocity criterion and to procedures to be established by the Portuguese Republic. Dependents employed in the Portuguese Republic shall not be exempt from taxes on income earned from their employment, nor from contributions to social and pension schemes; accordingly, the taxation of such income and the contributions to social and pension schemes shall be determined by applicable international agreements and Portuguese law.

Article 12

Fiscal immunities and entitlements applicable to Staff Members and Dependents

1. Staff Members, who are not Portuguese citizens or permanent residents in the Portuguese Republic, enjoy free of duty, during the tenure of their appointment, the rights as provided below under the same conditions than those granted to members of other NATO personnel in the Portuguese Republic:
 - a) Import and purchase of personal effects and furniture;
 - b) Import and purchase of privately-owned motor vehicles for the personal use of themselves and their dependents; the motor vehicles may be replaced by further imports or purchases in the Portuguese Republic free of duties and taxes;
 - c) Exemption from all fees on any personally owned radio, TV and other telecommunication devices;

d) Exemption from motor vehicle tax, annual circulation and road tax and excise duties on motor fuel.

2. Items imported or purchased free of duties, taxes, fees and charges by Staff Members and Dependents under the provisions of this Article shall not be disposed of in the Portuguese Republic by sale, barter or gift, except for:

a) Export or re-export by the person enjoying the privilege;

b) Disposal between persons enjoying the same privileges;

c) Low value hospitality gifts;

d) Donations to charities and similar organizations, on the condition that they are exempt from Portuguese taxes on the donated items;

e) Disposal by way of destruction, theft or damage, on the condition that the circumstances and disposal is certified by Portuguese police authorities on an authorized scrapping form, customs or other appropriate document;

f) When the required Portuguese duties and/or taxes, based on market-value at the time of disposal, have been paid.

3. The entitlements stated above are afforded to support the NCI Agency mission; Staff Members and Dependents shall not derive any individual rights from this Supplementary Agreement in this regard.

4. The status of the Staff Members entitled to fiscal immunities and entitlements under this Supplementary Agreement shall be verified by the authority appointed to certify forms submitted by the NCI Agency, pursuant to paragraph 14 of Article 6.

Article 13

Banking and currency dispositions applicable to Staff Members and Dependents

1. There shall be no restrictions on the access of Staff Members and Dependents to open and hold bank accounts and postal accounts in the Portuguese Republic.

2. While the personal bank and postal accounts of Staff Members and Dependents are normally subject to the appropriate regulations governing such accounts, those who are not Portuguese citizens or permanent residents in the Portuguese Republic shall be allowed unlimited transfers of funds to and from accounts in the Portuguese Republic; this does not exempt the financial institutions from complying with the Portuguese law concerning the prevention of the illegal use of the financial system.

Article 14

Military clubs, travel concessions and sport facilities

The Portuguese Republic shall grant all Personnel and Dependents access to military amenities and clubs, travel concessions and discounts, and sport facilities at the conditions as those available to members of the Portuguese Armed Forces and their dependents, in terms to be defined in a separate technical arrangement regarding the Host Nation Support.

Article 15

Medical and dental services

1. The Portuguese Republic shall permit Personnel and Dependents to receive medical and dental care, including hospitalisation, under the same conditions as Portuguese citizens.
2. The Portuguese Republic shall take all necessary measures to ensure that procedural provisions exist to prevent delay or denial of such care by reason of lack of Portuguese personal or identification number, registration or other proof of status normally used by Portuguese citizens.
3. Access to the health services of the Portuguese Armed Forces shall also be guaranteed to Staff Members, National Experts and Dependents, as well as to Students from the military or civilian component of an Armed Force, in terms to be defined in a separate technical arrangement regarding the Host Nation Support.

Article 16

Educational services

1. Dependents shall be granted access to education (kindergartens, primary and secondary), including Portuguese language instruction, provided by Portuguese authorities (including regional, municipal authorities and the like), under the same conditions and subject to the same course fees as applicable to comparable Portuguese citizens.
2. The Portuguese Republic shall recognize, validate and certify diplomas issued by international schools, and shall permit transfer or transition to the Portuguese education system, from elementary through high-school/gymnasium, according to and subject to the same rules and procedures under Portuguese law applicable to comparable private Portuguese schools, to higher education/university.

Article 17

Welfare services

1. Personnel and Dependents can be engaged in support of Morale and Welfare programs established by the NCI Agency and by national support units in accordance with NATO regulations. Such engagement does not amount to or correspond to employment.
2. In case a Staff Member or a National Expert dies or leaves the Portuguese Republic permanently, their dependents shall continue to be considered as Dependents under this Supplementary Agreement for a period of up to ninety (90) days after such death or transfer, on the condition that the dependents are present in the Portuguese Republic.
3. In the case described under paragraph 2, and upon request of the NCI Agency, the Portuguese Republic will give sympathetic consideration to extend the ninety (90) days up to one (1) year, in order to enable dependents to complete a school year, or due to other compelling circumstances, to be determined on a case-by-case basis.
4. Should Portuguese education and social services become involved in cases regarding Staff Members, National Experts or their dependents, the NCI Agency or the sending State, as appropriate, shall be informed.

Article 18

Students and Visiting Instructors of the NCI Agency

1. Nothing in the present Agreement shall deprive Students and Visiting Instructors from the privileges and immunities they might otherwise enjoy under any NATO international treaties applicable to them, including the Ottawa Agreement, the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, signed in London on 19 June 1951, and the Agreement among the States Parties to the North Atlantic Treaty and the other States Participating in the Partnership for Peace regarding the Status of their Forces, signed in Brussels on 19 June 1995.
2. Without prejudice to the applicable international agreements and regardless of his or her status, any Student or Visiting Instructor shall at least benefit from the following:
 - a) Facilitated entry and stay in Portuguese territory, in compliance with the applicable laws and regulations of the Portuguese Republic and of the European Union;
 - b) Access to and use of the facilities and services available, on an equal basis as any other authorized user;

c) Have their driver's license or permit recognized as valid by the competent Portuguese authorities, subject to the provisions of Article 27.

Article 19

Contractors

1. Contractors, understood as technical experts, specialists and consultants employed by a contractor or under a contract with the NCI Agency, present in the Portuguese Republic for the sole purpose of executing a contract within the official purpose of the NCI Agency, shall, for the duration of their contract, be granted the following status by the Portuguese Republic:

a) To the extent possible, the Portuguese Republic may authorize Contractors from non-EU countries to work, subject to a reciprocity criterion and to procedures to be established by the Portuguese Republic;

b) Recognition of driving licenses, equally extended to their dependents, subject to the provisions of Article 27;

c) Permission to support and take part in NCI Agency Morale and Welfare activities, equally extended to their dependents.

2. The Portuguese Republic shall use its best efforts to facilitate entry and stay in Portugal for Contractors for the duration of their contract at the NCI Agency, in compliance with the applicable laws and regulations of the Portuguese Republic and of the European Union.

3. Contractors are not exempt from taxes on income earned from their employment at the NCI Agency by virtue of this Supplementary Agreement, nor from contributions to social and pension schemes. Accordingly, the taxation of such income and the contributions to social and pension schemes shall be determined by applicable international agreements and Portuguese law.

4. The NCI Agency shall inform the Portuguese Republic upon arrival and departure of such persons. The detailed procedure for the provision of this information shall be determined by the competent Portuguese authorities.

Article 20

Installations of the NCI Agency

1. In line with the applicable decisions by the NATO Investment Committee, the Portuguese Republic shall take all necessary measures to provide all land, buildings and

fixed installations required for use by the NCI Agency, subject to specific arrangements with the responsible Portuguese authority.

2. The Portuguese Republic shall make the assets referred to in paragraph 1 available to the NCI Agency without charge and free of fees, taxes, permits or licenses, however, not raising an obligation on the part of the Portuguese Republic to incur in any expenses regarding construction, adaptation or modification of buildings or fixed installations.

3. Any land, buildings or fixed installations provided for the use of the NCI Agency by the Portuguese Republic without charge (other than the nominal charge) and no longer required by the NCI Agency shall be handled according to the rules under NATO Security Investment Programme (NSIP).

4. Without further licenses, NCI Agency may, either directly or by concessionaire, operate canteens, messes and cafeterias, and shall equally be authorised to grant, within its premises, concessions relating to the establishment of service functions such as, but not limited to, barber and beauty shops, laundry and dry cleaning, banking and travel facilities, subject to authorisation, where applicable, by the competent Portuguese authority. Conversely, the concessionaires shall comply with the Portuguese Republic laws and regulations on licenses and permits.

Article 21

Location of the NCI Academy

The main location of the NCI Academy, in accordance with the NAC-mandated decision C-M(2012)0076, dated 3 August 2012, has been established in Oeiras.

Article 22

Communications

1. In accordance with the Ottawa Agreement, for the purposes of official communications, the NCI Agency shall have uncensored access to fixed line, mobile as well as satellite phone systems, internet services, telecommunication and any other information and communication services, to include radio and TV land and satellite services in the Portuguese Republic, irrespective of whether the service is operated commercially, publicly or privately.

2. The NCI Agency shall have access to the Portuguese Republic military communication subject to an arrangement.

3. The NCI Agency shall be allowed to establish, operate and use classified and unclassified networks, systems and means of secure and cipher communication in the Portuguese Republic, as well as to conduct monitoring of those systems for security reasons and other authorized purposes.

4. Any communication of the NCI Agency shall not be subject to any restrictions, inspection, delay or other control by Portuguese authorities, unless NATO waived this immunity.

Article 23

Equipment and Telecommunication

1. In furtherance of the mission of the NCI Agency, the NCI Agency may import, establish, access, operate and maintain, on either a temporary or non-temporary basis, inside or outside the premises occupied by it, such equipment, telecommunications facilities and military radio stations as may be required for its operational functions, military training and exercises, emergencies or for morale and welfare purposes.

2. The Portuguese Republic shall remain responsible and liable for spectrum management. Frequencies to be used by the NCI Agency, together with their parameters, shall be established by the Portuguese authorities responsible for spectrum management upon request by the appropriate NATO authority, in accordance with the Portuguese law.

3. The NCI Agency shall take all necessary measures to refrain from causing harmful interference to other radiocommunications networks and stations.

4. Subject to prior coordination with the appropriate Portuguese authorities, the NCI Agency may employ the necessary security measures to protect the NCI Agency communications in the Portuguese Republic for reasons of security and force protection.

5. The criteria, regulations and rates for work and services of the telecommunications operators and regulators, including frequency spectrum pricing, shall not be less favourable than those applied to the Portuguese Armed Forces.

Article 24

Policing assistance on and off premises

1. Policing aspects concerning the premises occupied by NCI Agency shall be covered in a separate arrangement regarding the Host Nation Support.

2. The exercise of police powers for events outside the NCI Agency shall be the responsibility of the Portuguese authorities.
3. The Portuguese Republic shall render assistance by military and/or civilian police to the General Manager of the NCI Agency or the designated representative, when so requested.
4. The General Manager of the NCI Agency or designated representative shall be promptly notified of the arrest or other detention of any Staff Member or their Dependents, as well as of Students and Visiting Instructors while attending courses in the NCI Academy.
5. Writs, fines and summons issued against military staff may be sent through the entity administering military staff.

Article 25

Security and Arms

1. Security aspects concerning the premises occupied by the NCI Agency shall be covered in a separate arrangement regarding the Host Nation Support.
2. Outside the premises occupied by the NCI Agency, security staff shall only be employed in the circumstances and under the conditions specified in this Supplementary Agreement.
3. The Portuguese Republic, upon request, shall grant security and force protection, including risk assessment, planning, provision and implementation, according to Portuguese national standards for an equivalent entity (headquarters, individual, group, etc.), to persons of interest and meetings organised by the NCI Agency when held outside its premises.
4. The Portuguese Republic and the NCI Agency Security Office shall exchange information concerning both force protection and security threats.
5. Persons responsible for the security of Personnel may only import, possess, transport, carry and store arms and ammunition when authorised to do so and inasmuch all applicable NATO and Portuguese laws and regulations for their use and storage provided for under such authorizations are met.
6. Portuguese laws and regulations shall apply to the possession, disposal, carriage and storage of privately-owned arms and ammunition.

7. NATO may, at its own cost, supplement the security and safety measures provided by the Portuguese Republic, including by retaining private security providers to assist in protecting Personnel, their premises and accommodations, on the condition that the use of such private security providers is in accordance with Portuguese law and, when located within the RGF, also in accordance with a separate arrangement regarding the Host Nation Support.

Article 26

Traffic regulations and motor vehicles

1. Official motor vehicles and trailers of the NCI Agency, regardless of their type, shall be afforded the same exemptions from Portuguese traffic regulations as are afforded to Portuguese Armed Forces.

2. If considered necessary by the NCI Agency, and paying due regard to public safety and order, and to the protection of the environment, the Portuguese Republic may, in respect of official motor vehicles and trailers of the NCI Agency, grant exemptions from Portuguese regulations concerning the specifications on construction, design and equipment of such motor vehicles and trailers, regardless of their type.

3. Privately owned motor vehicles of any type and trailers temporarily imported in accordance with Article 12 above shall, for the period of such importation, be subject only to the minimum construction, design and equipment regulations applicable to tourist motor vehicles and trailers in the Portuguese Republic, taking at the same time due account of public safety and order.

Article 27

Driving licences

1. Portuguese authorities shall accept as valid, without tax or fee, the drivers' licences and permits of Staff Members, National Experts and Dependents, issuing a special permit when necessary, on the condition that they satisfy the legal requirements in the Portuguese Republic. The acceptance of these drivers' licences and permits may also be denied on grounds of lack of reciprocity, public order, health or national security.

2. Whilst in the Portuguese Republic, Staff Members, National Experts and Dependents who satisfy the legal requirements in the Portuguese Republic shall be permitted to obtain a Portuguese driving licence after complying with the appropriate Portuguese regulations.

3. Pursuant to articles 18 and 19 of the present Supplementary Agreement, Portuguese authorities shall accept as valid, without tax or fee, the drivers' licences and permits of Students and Visiting Instructors, as well as those of Contractors and their dependents, issuing a special authorisation when necessary, on the condition that they satisfy the legal requirements in the Portuguese Republic. The acceptance of these drivers' licences and permits may also be denied on grounds of lack of reciprocity, public order, health or national security.

4. Nothing in this Article shall deprive individuals from rights otherwise recognized in other international/EU instruments.

Article 28

Registration plates

1. The Portuguese Republic shall register motor vehicles and issue registration plates for the official motor vehicles and trailers of the NCI Agency and of the Staff Members' and their Dependents' privately-owned motor vehicles and trailers, regardless of their type, in accordance with the terms set out in this Supplementary Agreement.

2. Without prejudice to paragraph 1, the NCI Agency shall, subject to further arrangements with the Portuguese Republic, be entitled to perform the registration of its official motor vehicles and trailers and of the Staff Members' and their Dependents' privately-owned motor vehicles and trailers, regardless of their type, taking due account of the following:

a) Subject to further arrangements, motor vehicle registration information shall be fed into Portuguese national registration system and registration plates shall be issued accordingly. The Portuguese Republic shall facilitate this process by providing the necessary equipment and/or access to appropriate systems and locations;

b) Before issuing any registration plate to privately owned motor vehicles and trailers, the NCI Agency or NATO shall ensure the Portuguese requirements related to mandatory motor vehicle insurance, tax-exemption, and customs clearance are met by the owner;

c) The NCI Agency shall, upon request, inform Portuguese customs and traffic authorities of all data related to import, customs clearance, and registration of official and privately-owned motor vehicles and trailers.

3. If the NCI Agency deems it essential for security reasons and as a force protection measure, the Portuguese Republic shall issue cover registration plates to official motor

vehicles and trailers, and privately-owned motor vehicles and trailers, as requested by the NCI Agency. The use of cover registration plates shall not be understood as a voluntary waiver of entitlements and immunities set up in this Supplementary Agreement.

4. Registration and registration plates shall be provided free of charge for official motor vehicles and trailers, whereas Portuguese registration of and issuance of registration plates for privately-owned motor vehicles and trailers, and of cover registration plates, shall be provided at actual cost only.

Article 29

Claims

1. The Parties will consult each other over the settlement of any claims against each other in respect of damage, including death or injury, caused to their military or civilian personnel, or damage caused to their property by personnel or agents (including contractors) of a third party.

2. The Parties will consult each other over the settlement or other disposition of any claim put forward by third parties against themselves arising out of the activities conducted within the scope of activities of the NCI Agency.

3. Disagreements between the Parties in relation to the above will be handled in accordance with Article 30.

Article 30

Dispute Settlement

Any dispute between the Parties concerning the interpretation or application of this Supplementary Agreement shall be settled through negotiation and will not be referred to any national or international tribunal or outside Third Party for settlement.

Article 31

Entry into force

This Supplementary Agreement shall enter into force on the day of receipt by the NCI Agency of the notification from the Portuguese Republic confirming the completion of their internal procedures required for that purpose.

Article 32
Amendments

1. This Supplementary Agreement may be amended by mutual agreement of the Parties.
2. The amendments shall enter into force in accordance with the terms specified in Article 31 of this Supplementary Agreement.

Article 33
Duration and termination

1. This Supplementary Agreement shall remain in force as long as the NCI Agency or its legal successor remains in Portugal.
2. This Supplementary Agreement shall remain in force in case of hostilities to which the North Atlantic Treaty applies.
3. Notwithstanding the previous paragraph, the provisions relating to the locations and Personnel of the NCI Agency shall, in the event of such hostilities, immediately be the subject of examination by the NCI Agency and the Portuguese Republic so that any desirable amendments may be made in the application of this Supplementary Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized thereto have signed this Supplementary Agreement.

Done in Oeiras, Portugal, on the 29th of May 2019, in two originals in the Portuguese and English languages, all texts being equally authentic.

FOR THE PORTUGUESE REPUBLIC:

Mrs. Ana Paula Baptista Grade Zacarias
Secretary of State for European Affairs

FOR THE NORTH ATLANTIC TREATY ORGANIZATION:

Mr. Kevin J. Scheid
NCI Agency General Manager

ANNEX TO THE SUPPLEMENTARY AGREEMENT TO THE AGREEMENT ON THE STATUS OF THE NORTH ATLANTIC TREATY ORGANIZATION, NATIONAL REPRESENTATIVES AND INTERNATIONAL STAFF, SIGNED IN OTTAWA, ON 20 SEPTEMBER 1951, BETWEEN THE PORTUGUESE REPUBLIC AND THE NORTH ATLANTIC TREATY ORGANIZATION, REGARDING THE STATUS OF THE NATO COMMUNICATIONS AND INFORMATION AGENCY IN THE PORTUGUESE REPUBLIC

1. Subject to the control, use and disposal set forth in this Supplementary Agreement, and without prejudice to the privileges granted under the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, signed in London on 19 June 1951, under the Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff, signed in Ottawa on 20 September 1951, and under the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed in Paris on 28 August 1952, Staff Members, who are not Portuguese citizens or permanent residents in the Portuguese Republic, and their Dependents, enjoy the following entitlements in the implementation of Article 12:

a. Importation of personal effects, furniture, privately-owned motor vehicles and other items, as follows:

i. Personal effects and furniture: During the six (6) months subsequent to their arrival, or if they arrive unaccompanied, the six (6) months subsequent to the arrival of their last Dependent(s), Staff Members may import their personal effects and furniture, free of duties and taxes, for their personal use, for the term of such service. After the expiration of the six (6) month period, they may also import, duty or tax-free, a supplementary shipment of personal effects and furniture. In any case and at any time, Staff Members may replace, by means of import free of taxes and duties, lost or destroyed personal effects or furniture that was previously imported duty or tax-free. Such items, to include other personal effects acquired during the period of NCI Agency service, may also be re-exported duty and tax-free.

ii. Privately owned motor vehicles (to include motorcycles and caravans): Staff Members may, for the term of their service, import their private motor vehicles for the personal use of themselves and their Dependents, regardless of their type, free of duties and taxes. The definition of motorcycles will follow Portuguese legislation.

iii. Recreational crafts (as defined as such under Portuguese legislation), trailers, and recreation and camper vans: Staff Members may, for the term of their service, import their private recreation and camper vans, regardless of their type, free of duties and taxes, as part of their personal effects and furniture and for the personal use of themselves and their Dependents.

iv. Receiving parcels through NATO or the Portuguese postal systems, free of duties and taxes, provided the contents are for the personal use of themselves and their Dependents and that the total value of each parcel does not exceed €100.

b. Staff Members may purchase in the Portuguese Republic the items identified below, free of taxes and in accordance with procedures to be established by the competent Portuguese authorities. Taxes on such purchases shall be either waived or reimbursed according to such procedures.

i. Personal effects for their personal use in their daily household, when the total value of the goods according to one invoice exceeds €270 (VAT included). A detailed list of effects shall be established between the NCI Agency and the competent Portuguese authorities. In any case, the exemption does not apply to:

1. Construction services, including materials;
2. Water, gas and electricity;
3. Food and drinks;
4. Restaurant services;
5. Accommodation services;
6. Telephone services.

ii. Petrol and other fuels, with the following monthly limits (per vehicle):

1. Motorcycles – 90 litres;
2. Automobiles – 150 litres.

iii. Privately-owned motor vehicles:

1. A maximum of two (2) privately-owned motor vehicles per household purchased in the Portuguese Republic free of taxes; however, the total number of privately-owned motor vehicles so

purchased shall not exceed the number of persons in the household above the driving age. Each vehicle may be replaced after 4 years of the purchase or at any time, if disposed of in accordance with paragraph 2 of Article 12.

2. A maximum of three (3) privately owned motor vehicles for the household of the high-ranking personnel (NATO international civilians of grade A6 and above and General and Flag Officers of NATO grade OF-6 and above) purchased in the Portuguese Republic free of taxes; however, the total number of privately-owned motor vehicles so purchased shall not exceed the number of persons in the household above the driving age. Each vehicle may be replaced after 4 years of the purchase or at any time, if disposed of in accordance with paragraph 2 of Article 12.

2. Rationed items may be purchased in NATO canteens in amounts to be agreed between the NCI Agency and the competent Portuguese authorities.

3. Tax exemptions on importation or purchase of means of transport are granted up to three (3) months before a Staff Member enters the Portuguese Republic. Moreover, exemptions shall only be permitted during the last six (6) months of a planned tour of duty with the motivated endorsement of the sending State or NATO body, as appropriate.

4. The NCI Agency shall provide internal regulations with regard to the administration of purchases made in the NCI Agency's canteens for official functions of the NCI Agency.

5. Nothing in this Annex is construed to interfere with customs allowances for crossing international borders, and it is an individual responsibility to duly observe and comply with customs regulations in force.

6. Nothing in this Annex shall deprive individuals from rights otherwise recognized in other international/EU instruments.