

AGREEMENT

BETWEEN

THE PORTUGUESE REPUBLIC,

OF THE ONE PART,

AND

THE SUPREME HEADQUARTERS ALLIED POWERS EUROPE

AND

HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION,

OF THE OTHER PART,

**TO SUPPLEMENT THE PROTOCOL ON THE STATUS OF INTERNATIONAL MILITARY
HEADQUARTERS SET UP PURSUANT TO THE NORTH ATLANTIC TREATY**

PREAMBLE

The Portuguese Republic of the One Part,

and

The Supreme Headquarters Allied Powers Europe and the Headquarters, Supreme Allied Commander Transformation, of the Other Part,

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 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 Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed in Paris on 28 August 1952;

In acknowledgement of the authority of the North Atlantic Council to activate and deactivate NATO Military Bodies with international status;

Desiring to conclude supplementary agreements for the establishment, operation of, and conditions for assigned personnel to NATO Military Bodies enjoying status under the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty within the territory of the Portuguese Republic;

Considering that other agreements may be reached with States which are members of NATO partnership and cooperation programmes to facilitate the ability of the nationals of these States to operate or function as an integral part of NATO-led Forces or within a NATO International Military Headquarters;

Recognizing that the North Atlantic Council may come to a decision to conclude agreements with the United Nations, the European Union, and other international organizations, governmental organizations, non-governmental organizations, and international tribunals that such organizations may participate in or otherwise support NATO facilities, functions, and activities, which enjoy status under the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty and this Supplementary Agreement;

And understanding that further implementing arrangements may be required in execution of this Supplementary Agreement and to accommodate support requirements;

Pursuant to Paragraph 2 of Article 16 of the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, agree as follows:

Article 1

Definitions

In this Agreement (hereinafter referred as the “Supplementary Agreement”), the term:

1. “Agreement” means the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, signed in London on 19 June 1951.
2. “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.
3. “PfP SOFA” means 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, including the Additional Protocol to this Agreement, dated 19 June 1995, the Further Additional Protocol, dated 19 December 1997, and any further Protocols thereto which enter into force in the territory of the Portuguese Republic;
4. “SHAPE” means the Supreme Headquarters Allied Powers Europe.
5. “SACEUR” means Supreme Allied Commander Europe.
6. “HQ SACT” means Headquarters, Supreme Allied Commander Transformation.

7. "SACT" means Supreme Allied Commander Transformation.
8. "Supreme Headquarters" means SHAPE or HQ SACT, as appropriate and as defined by the Protocol, Article 1, as well as any future Supreme Headquarters or successor organizations.
9. "Allied Headquarters" shall for the purpose of this Supplementary Agreement and in addition to the Protocol, Article 1, include any NATO military body which, pursuant to a decision by the North Atlantic Council and as anticipated in decision adopted by the North Atlantic Council 19 May 1969 on "Procedures for the activation and reorganization in peacetime of NATO military bodies and rules for granting them international status and international financing" (C-M (69)22), is granted status under the Protocol in accordance with the Protocol, Article 14.
10. "NATO partnership and cooperation programmes" means all NATO partnership and cooperation initiatives, whether based on a geographical or functional relationship, approved by the North Atlantic Council.
11. "International governmental, non-governmental organizations and international tribunals" means those organizations that participate in NATO activities under the auspices of or in support of an Allied Headquarters located on or otherwise operating in or from Portuguese territory, when approved by the North Atlantic Council and duly so reported by the concerned Allied Headquarters to the Portuguese Republic.
12. "Head of an Allied Headquarters" means the senior responsible officer, military or civilian, who at any given time is appointed or designated to represent an Allied Headquarters.
13. "Members" means:
 - a. Members of the "Force" as defined in the Protocol, Article 3, paragraph 1 (a).
 - b. Personnel defined in the Agreement, Article I, paragraph 1 (a), and as also applied to personnel covered by the PfP SOFA or the Further Additional Protocol to the PfP SOFA, and attached to an Allied Headquarters, as well as to any other military personnel granted status under the Protocol by a decision of the North Atlantic Council.
 - c. Members of the "Civilian component", in addition to the persons defined in the

Protocol, Article 3, paragraph 1 (b), and those persons covered by the Further Additional Protocol to the PfP SOFA, shall include:

(1) Those who are nationals of one of the Parties to the North Atlantic Treaty, attached to an Allied Headquarters, and either:

- i. Employed by one of the Parties to the North Atlantic Treaty, or
- ii. Belonging to the categories of civilian personnel decided by the North Atlantic Council and in the employ of an Allied Headquarters (NATO International Civilians).
- iii. Belonging to the categories of personnel above (employed by one of the Parties to the North Atlantic Treaty or holding employment as NATO International Civilians) and otherwise granted status under the Protocol by a decision of the North Atlantic Council.

(2) Those who are nationals of and employed by a Party to the Further Additional Protocol, or to the PfP SOFA and attached to an Allied Headquarters by the employing Party.

d. Personnel, both military and civilian, from nations participating in NATO Partnership and Cooperation Programmes and who are attached to an Allied Headquarters but whose Nations are not Parties to the Agreement, the Protocol, or the PfP SOFA.

14. “Dependent”, shall, in addition to the persons defined in the Protocol, Article 3, paragraph 1 (c); the Agreement, Article I, paragraph 1 (c); and those persons granted the same status by the PfP SOFA; include any person that the sending State or an Allied Headquarters indicates as a dependent of a member as defined in paragraph 13, subject to the Portuguese public order.

15. “Additional Activities” shall for the purposes of this Supplementary Agreement mean subordinate entities, and NATO and non-NATO detachments, including temporary headquarters or units, national or international support units and military national representatives and liaison offices, NATO civil agencies together with liaison teams and officers.

Article 2

General provisions

1. The Parties shall facilitate the execution of the Agreement, the Protocol, the PfP SOFA, and this Supplementary Agreement and shall endeavour to cooperate in the most efficient manner to effectively implement the said agreements.
2. The purpose of this Supplementary Agreement is to facilitate the operation of Allied Headquarters and to preserve the integrity and independence of such Headquarters and their members. Entitlements afforded to individuals are granted by the Portuguese Republic in the interests of NATO and in support of an Allied Headquarters and not for the personal benefit of such individuals. The Supreme Headquarters and Allied Headquarters remain the custodians of the entitlements.
3. This Supplementary Agreement is intended to ensure compliance with decisions passed by the North Atlantic Council, as well as NATO regulations and policies. In accordance herewith, it is understood that the official activities comprise both those conducted in execution of the mission and tasks of that Allied Headquarters, and those activities conducted under the provisions of non-appropriated funds of the Allied Headquarters.
4. Irrespective of the nature of the activities, it is understood that the Portuguese Republic shall not derive revenue from the activities or property of an Allied Headquarters.
5. An Allied Headquarters shall be permitted to have its own flag and to display this flag along with the flags of NATO, NATO and Partner Nations, Nations participating in NATO Partnership and Cooperation Programmes, and flags of any other organization, in accordance with regulations in force for that Headquarters. An Allied Headquarters may equally, and subject only to NATO regulations, design its own crest and official seal. Such insignias of the Headquarters shall be duly protected under the laws of the Portuguese Republic, and the official stamp shall, on request of an Allied Headquarters, be recognised through the appropriate authorities of the Portuguese Republic and be communicated to the relevant governmental departments and agencies.
6. Unless such Allied Headquarters have been afforded international financing in accordance with C-M (69)22, the procedures agreed in Article 3, Article 4, paragraph 1, paragraph 2, paragraph 3 and paragraph 5, and the guarantee provided in Article 16, paragraph 1, shall not extend to such Allied Headquarters which are established through bi- or

multilateral arrangements amongst NATO and/or Partner Nations; the funding, administration and location of such Allied Headquarters may be subject to separate arrangements concluded by the Nations participating in such arrangements. Additionally, Article 9 paragraph 1, paragraph 2 and paragraph 5 shall only apply to such Allied Headquarters assigned with a Peacetime Establishment authorised by the North Atlantic Council.

7. Additional Activities attached to Allied Headquarters, and supporting an Allied Headquarters, and their personnel as well as their dependents shall, without prejudice to the status granted under the Agreement or the application of other agreements concluded pursuant to the Agreement or otherwise, enjoy the same status as granted to an Allied Headquarters and its members and their dependents in this Supplementary Agreement, Articles 5, 6, 10, 12, and Article 14 through Article 32, without prejudice to the status of an Allied Headquarters.

Article 3

Location and change of permanent location of an Allied Headquarters

1. The peacetime location of Allied Headquarters on Portuguese territory shall be established through arrangements between the respective Supreme Headquarters and the Portuguese Republic. Any change of a permanent location of an Allied Headquarters in the Portuguese Republic in time of peace shall be subject to negotiations between the Portuguese Republic and the respective Supreme Headquarters.

2. The Portuguese Republic shall indemnify the Allied Headquarters for costs payable to civilian personnel specified in Article 13, paragraphs 1 and 2, of this Supplementary Agreement to which such personnel is entitled under applicable NATO and Portuguese regulations, respectively, due to loss of job or relocation as a result of unilateral decisions by the Portuguese Republic leading to the closure, reduction, or relocation of any Allied Headquarters set up pursuant the present Supplementary Agreement.

3. Nothing in this Article shall be interpreted as preventing or requiring the appropriate authority within NATO to decide on funding of the costs of moving an Allied Headquarters, and any direct costs associated herewith.

Article 4

Installations

1. Subsequent to the Agreement, Article IX, paragraph 3, and the Protocol, Article 8, and acting on a request from a Supreme Headquarters, the Portuguese Republic shall take all necessary measures to provide all land, buildings and fixed installations required for use by an Allied Headquarters. The Portuguese Republic shall make such agreed assets available to an Allied Headquarters without charge and free of fees, taxes or licences, as envisaged in Article 17 below; however and without prejudice to the participation in the common funding of the NATO Security and Investment Programme and the NATO Military Budget, this does not raise an obligation on the part of the Portuguese Republic to incur any expenses in regard to acquiring, building, adapting or modifying buildings or fixed installations. The details shall be set out in a separate arrangement specific to the particular Allied Headquarters.
2. Notwithstanding the above, an Allied Headquarters shall have the right to contract independently for land, buildings, installations and services, subject only to approval by the Portuguese Republic of the site and on terms not less favourable than those enjoyed by Portuguese Armed Forces. At the request of an Allied Headquarters, the Portuguese Republic shall provide such assistance as may be necessary for the exercise of this right.
3. With regard to the use of land, buildings, and installations, the Portuguese Republic shall designate a national authority to act as the executive agent responsible for holding authorisations required by the Portuguese Republic law, in which case an Allied Headquarters shall assist in obtaining authorisations by expeditiously providing, on request, all appropriate information, documentation and technical studies. There shall be no charge to an Allied Headquarters for such authorisations.
4. Without further notice or licences, an Allied Headquarters may, either directly or by concessionaire, operate canteens, messes and cafeterias and shall equally be authorised to grant, within its premises (hereinafter to include camps, facilities, and establishments), 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. Conversely, the concessionaires shall comply with the Portuguese Republic regulations on licences and permits.
5. Assets acquired from international funds and assets (to include land, buildings, and fixed installations) provided for the use of an Allied Headquarters by the Portuguese Republic

without charge (other than nominal charge), when no longer required by the Allied Headquarters, shall be subject to the procedures laid down in the Protocol, Article 9.

Article 5

Inviolability of premises

1. The premises of an Allied Headquarters are inviolable. Any access to such premises by the Portuguese Republic officials for the performance of their official functions shall require the approval of the Head of an Allied Headquarters or the designated representative.

2. Access to Allied Headquarters premises occupied by subordinate units, NATO agencies, national units other than Portuguese units, or by international organizations and international tribunals located on Allied Headquarters premises, is also covered by the provisions of this Supplementary Agreement. Conditions other than access may be subject to bilateral arrangements with the Portuguese Republic.

3. Upon request and as determined by the Head of an Allied Headquarters, the Portuguese Republic labour inspection authorities may be given access to areas of an Allied Headquarters, for inspection purposes and at reasonable times, where persons employed in accordance with Article 13, paragraph 2 (Local Wage Rate personnel) of this Supplementary Agreement, perform their activities.

4. Nothing in this Article shall be interpreted to affect the inviolability of the archives and other official documents of an Allied Headquarters or the verification procedure provided by the Protocol, Article 13. Neither shall it constitute a right for the Portuguese Republic labour inspections to perform functions with respect to international assignments or employment of NATO international civilians, or with regard to personnel otherwise engaged by the Allied Headquarters for its activities in accordance with Article 32, paragraph 1, of this Supplementary Agreement. The Allied Headquarters shall assist these authorities in the performance of their duties. The inspections of premises stated in this Article shall be conducted only subject to the approval of the Head of an Allied Headquarters and in accordance with the applicable security agreements and NATO security regulations.

Article 6

Immunity of Allied Headquarters

The immunity from seizure, attachment or other enforcement measures provided in Article 11,

paragraph 2, of the Protocol, shall be afforded without distinction to any infrastructure, item or funds owned or in the possession of an Allied Headquarters. This provision shall not extend to the Portuguese Republic units assigned to an Allied Headquarters in the Portuguese Republic, if the property subject to the enforcement is owned by the Portuguese Republic, unless the enforcement is directed against the Allied Headquarters.

Article 7

Immunities and privileges of high ranking personnel

1. The following immunities and privileges shall be accorded to General and Flag Officers (NATO grade OF-6 and above) and civilian officials of equivalent grades of an Allied Headquarters for the duration of their mission provided these persons serve in an international post, for the effective exercise of their functions while present in the territory of the Portuguese Republic:
 - a. Immunity from all legal actions, arrest or detention in the Portuguese Republic;
 - b. Inviolability of their personal papers and documents;
 - 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 from Portuguese jurisdiction with respect to words spoken and acts committed, including words written by them, when in their official capacity and while acting within the scope of their authority.
2. For the purposes of this Article “international post” means a post identified as such in a decision of the North Atlantic Council or in an international agreement or arrangement.
3. Subject to the conditions stated in this Article, and if the Head of an Allied Headquarters holds a grade below NATO grade OF-6 or an equivalent civilian grade, the immunities stated above shall extend to the Head of the Allied Headquarters.
4. If the persons referred to in this Article are Portuguese nationals or permanently residing in the Portuguese Republic, they shall be accorded only the immunities and privileges

laid down in subparagraphs (b) and (e) of paragraph 1 above.

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

6. When in the Portuguese Republic in their official capacity, the immunities set out in this Article shall equally apply to General and Flag Officers (NATO grade OF-6 and above), and civilian officials of equivalent grades of any Allied Headquarters located outside the Portuguese Republic.

7. The Ministry of Foreign Affairs of the Portuguese Republic shall establish and maintain a current list of persons who benefit from all or part of the immunities and privileges set out in paragraphs 1 – 5 above. An Allied Headquarters shall 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 accorded not 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.

8. Immunities may be withdrawn by SACEUR or SACT, as appropriate, upon request of Portugal 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 their commands.

Article 8

Status of staff members assigned by other organizations

Unless staff assigned by international organizations or international tribunals already enjoy status under separate agreements or arrangements to which the Portuguese Republic is a Party, the status provided to members and their dependents under the present Supplementary Agreement shall, upon notification of an Allied Headquarters to the Portuguese Republic, be afforded to such staff members assigned to or acting in support of an Allied Headquarters, and to their dependents. This provision may also apply, on a case-by-case basis, to organizations in accordance with Article 1, paragraph 11 of this Supplementary Agreement, upon approval by the North Atlantic Council and notification to the Portuguese Republic by a Supreme Headquarters.

Article 9

Personnel strength of Allied Headquarters

1. In time of peace, the respective Supreme Headquarters is authorised to increase the personnel strength of each Allied Headquarters in any one year by a further 10% without the Portuguese Republic prior approval, and may increase further, subject to approval by the Portuguese Republic. This provision shall not apply in case an increase is provided through decisions passed by the North Atlantic Council.
2. During the preparations and conduct of exercises and NATO-led operations, Allied Headquarters are authorised to increase authorised personnel strengths by more than 10% above the level existing on the day of signature of the present Supplementary Agreement (or effective increase approved under paragraph 1 above). In this case the Allied Headquarters shall inform the Portuguese Republic of the anticipated increase.
3. An Allied Headquarters shall annually inform the Portuguese Republic of the actual strengths of the Headquarters and shall, in facilitation of immunities and entitlements, provide adequate information on the assignment of members and their dependents, including extensions of the presence in the Portuguese Republic of dependents in accordance with Article 32 of this Supplementary Agreement. The detailed procedure shall be determined by the Allied Headquarters and the appointed Portuguese authorities.
4. If training or exercises of any kind are to be conducted by an Allied Headquarters or by formations under the direction of that Headquarters, the Portuguese Republic may request the Allied Headquarters to provide prior notification and approval of such activities.
5. Additional Activities (as defined in Article 1, paragraph 15, of this Supplementary Agreement), beyond those established or declared to be established by the date of signature of the present Supplementary Agreement, shall not be established without prior approval of the North Atlantic Council or the Portuguese Republic, as appropriate.

Article 10

Entry, departure, work, and stay

1. In addition to the exemptions provided in the Agreement, Article III, paragraph 1, and the Protocol, Article 4, but without prejudice to the rights and obligations set out in the Agreement, Article III, paragraphs 4 and 5; and in the Protocol, Article 4, (b) and (c); non-

Portuguese members and their dependents shall be exempt from Portuguese visa and immigration requirements and obligations associated with residency and registration. The Portuguese Republic may exempt dependents from the requirement to hold work permits subject to a reciprocity criteria and procedures to be established by the Portuguese Republic.

2. The Portuguese Republic shall permit the practice of all professions performed by the members in sole connection with the activities of an Allied Headquarters, without requiring any kind of fees, licence, or credentials, whether at the national or lower governmental levels.

3. The Portuguese Republic shall include any Allied Headquarters located on its territory in its registry of international organizations and equivalent organizations with representation in the Portuguese Republic, and shall, without prejudice to the Agreement, Article III, and the Protocol, Article 5, issue all non-Portuguese Allied Headquarters' members and their dependents the same identity cards as issued to international organizations with representation in the Portuguese Republic, it being fully recognised that this procedure does not afford any further status or entitlements.

4. Members, who are not Portuguese citizens or ordinarily residents in the Portuguese Republic, along with their dependents, are in the Portuguese Republic in support of an Allied Headquarters and their presence is exclusively associated with that Allied Headquarters. Accordingly, their presence is of a temporary non-resident nature, despite any length of orders or contract. The terms ordinary resident and ordinarily residing shall therefore not be applied or enforced by the Portuguese Republic to such members or their dependents of an Allied Headquarters present in the Portuguese Republic in any regards.

Article 11

Legal capacity of Supreme Headquarters

1. Supreme Headquarters have juridical personality in accordance with Articles 10 and 11 of the Protocol, and have capacity to, in particular, conclude contracts and acquire, own, and dispose of property, without being subject to any further arrangements in the Portuguese Republic.

2. The Portuguese Republic recognises that an Allied Headquarters may represent or otherwise exercise the capacity to, in particular, conclude contracts and acquire, own, and dispose of property on behalf of a Supreme Headquarters, when duly authorised to do so.

3. When requested to do so by an Allied Headquarters, the Portuguese Republic may act on behalf of such Headquarters in legal matters in which an Allied Headquarters is an interested party. The Allied Headquarters shall only reimburse the Portuguese Republic expenditure incurred by the Portuguese Republic to which the Allied Headquarters has previously consented.

4. It is understood that an Allied Headquarters, which is established through bi- or multilateral arrangements amongst NATO and/or Partner Nations may exercise its capacity to act on its own behalf as determined by Portuguese law and the framework by which it is established and controlled, and without affecting the status, rights, or obligations of the Supreme Headquarters or NATO.

Article 12

Claims

1. Subject to the limitations provided in the Agreement, Article XV, the Protocol, Article 16, and taking due account of Article 11, paragraph 4 above, claims for damage or injury to persons or property in the Portuguese Republic resulting out of either the activities of an Allied Headquarters or other NATO operations or exercises in the Portuguese Republic and coordinated with the appropriate Portuguese authorities, shall be adjudicated and settled in accordance with the Agreement, Article VIII, and with the Protocol, Article 6, as appropriate.

2. The Supreme Headquarters shall have the right to self-insure against liabilities and shall thus be exempt from any mandatory insurance requirement under Portuguese laws.

3. On request of an Allied Headquarters the Portuguese Republic may assist the Allied Headquarters in the adjudication of claims arising out of contracts, on the condition that such contracts are applying Portuguese laws.

4. The Portuguese Republic shall designate the necessary points of contacts in its administration for the settlement of claims.

Article 13

Civilian personnel employed by an Allied Headquarters

1. An Allied Headquarters may make direct arrangements for the hiring of NATO International Civilians:

a. The terms and conditions of such employment 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, and in the event NATO International Civilians would attempt to use a national administrative or judicial body to pursue any employment dispute, Portuguese authorities shall advise the concerned administrative or judicial body of its lack of jurisdiction.

b. In accordance with the Protocol, Article 7, paragraph 2, NATO International Civilians are exempt from all taxes, as well as contributions to Portuguese social and pension schemes, on the salaries and emoluments paid to them in their capacity as NATO International Civilians as long as NATO International Civilians are covered by group insurance schemes and pension schemes provided by or through NATO.

2. As envisaged in the Agreement, Article IX, paragraph 4, an Allied Headquarters may employ local civilian labour (Local Wage Rate personnel) under the same conditions as any employer under the laws of the Portuguese Republic:

a. Systems of administration and classification of positions shall be set by NATO regulations or, where support units are involved, sending State regulations, as per any bilateral or multilateral arrangements in force.

b. Labour disputes between an Allied Headquarters and Local Wage Rate personnel shall be adjudicated in accordance with the appropriate NATO regulations, without prejudice, however, to the right of such personnel to the jurisdictional protection afforded by Portuguese law.

c. The Allied Headquarters shall comply with the obligations under Portuguese law to make required deductions on salaries and emoluments paid to Local Wage Rate personnel. Portuguese agencies shall make the necessary arrangements with an Allied Headquarters for the collection of the financial contributions mentioned above. National support units, international, multinational, governmental, non-governmental organizations, and international tribunals are responsible for their own arrangements regarding their Local Wage Rate personnel in the Portuguese Republic.

3. Civilian personnel referred to in paragraph 1 of this Article and of Portuguese nationality may be liable to fulfil Portuguese military service obligations. The Portuguese Republic may grant exemptions from Portuguese military service and reserve training, mobilisation, recall, civil defence duties and similar services if so requested by an Allied Headquarters.

Article 14

Contractors, technical experts, specialists, and consultants

1. An Allied Headquarters may independently and subject to NATO regulations acquire goods and services through contracts under the law of obligations (commercial contracts), either individually or under a contract concluded with a company, firm, or agent, to include specialized services by technical experts, specialists, and consultants.

2. Contractors, understood as companies and firms, shall be exempt from Portuguese laws and regulations regarding the terms of business licensing and registration, provided they are:

- a. Non-Portuguese companies and firms, and
- b. Not resident in the Portuguese Republic, and
- c. Providing technical expertise, or otherwise performing specialist and consultative functions, and
- d. Exclusively in the Portuguese Republic to execute a contract with or in support of an Allied Headquarters.

3. The terms and conditions of the employment of employees, obligations to report and withhold taxes and social contributions shall, with the exceptions identified below, be determined in accordance with Portuguese law and international agreements, as applicable.

4. Contractor employees, understood as technical experts, specialists and consultants employed by a contractor as defined in paragraph 2 above or under a contract with an Allied Headquarters as envisaged in paragraph 1, present in the Portuguese Republic for the sole purpose of executing a contract with or in support of an Allied Headquarters in the Portuguese Republic, and excluding Portuguese nationals and persons ordinarily resident in the Portuguese Republic, shall, for the duration of their contract and subject to the same

limitations and restrictions as for entitled members, be granted the following status by the Portuguese Republic:

- a. Exemption from visa, residency, and registration requirements. This shall equally extend to their dependents.
 - b. Exemption from requirements for work permits.
 - c. Exemption from customs and taxes on the import of their household goods in accordance with Article 17.
 - d. Recognition of driving licenses provided in this Supplementary Agreement, Article 27. This shall equally extend to their dependents.
 - e. Permission to support and take part in Allied Headquarters' Morale and Welfare Activities. This shall equally extend to their dependents.
 - f. Access to educational services in accordance with Article 31 and welfare of dependents in accordance with Article 32.
5. Contractor employees are not exempt from taxes on income earned from their employment in an Allied Headquarters by virtue of this Supplementary Agreement. Accordingly, taxation of such income shall be determined by applicable international agreements and Portuguese law.
6. Subject to paragraph 4, the Portuguese Republic shall determine whether employees of contractors and their dependents are considered to be domiciliaries or ordinary residents of the Portuguese Republic.
7. An Allied Headquarters shall inform the Portuguese Republic of the contractors and contractor employees, who shall enjoy the status, set out above, and of the termination of contracts with contractors, withdrawal of contractor employees, or of the status afforded by the Allied Headquarters.

Article 15
Security certification

All civilian personnel referred to in Article 13 above as well as contractor employees, technical experts, specialists, and consultants referred to in Article 14 above, shall, regardless of their nationality, possess a security clearance in accordance with NATO regulations and policies. The security clearance for Portuguese nationals shall be provided by the Portuguese Republic.

Article 16
Banking and currency

1. Subsequent to the Agreement, Article XIV, and the Protocol, Article 12, an Allied Headquarters 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, and accounts held by Allied Headquarters 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, an Allied Headquarters may hold money and currency of all kinds and without any restrictions on conversions. An Allied Headquarters 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, the management and control of the relevant Financial Controller and to audits performed by the auditor appointed for the Allied Headquarters and NATO International Board of Auditors.

2. There shall be no restrictions on the access of members and dependents to open and hold bank accounts and postal accounts in the Portuguese Republic. While the personal bank and postal accounts of members and their dependents are normally subject to the appropriate regulations governing such accounts, members, who are not Portuguese citizens or ordinarily resident in the Portuguese Republic, and their dependents 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. The Portuguese Republic may request that the amounts and account information be certified by the sending State.

Article 17

Fiscal immunities and entitlements

1. The Portuguese Republic shall not derive revenue from the activities, or property of an Allied Headquarters. Pursuant to the Protocol, Article 8, and to the Agreement, Article XI, the Allied Headquarters shall enjoy exemption in the Portuguese Republic from all taxes, duties, fees, and charges. The exemptions are detailed in this Article and may be subject to further detailed implementation through mutual arrangements. The exemption does not extend to the Portuguese Republic national support unit except as envisaged in this Article and acting on behalf of or as a part of an Allied Headquarters.

2. An Allied Headquarters 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. The importation into and re-exportation from the Portuguese Republic of any goods as well as any other property or services, obtained under a commercial contract concluded outside the Portuguese Republic.

b. The acquisition of goods, other property, as well as services in the Portuguese Republic, including refurbishment and construction of buildings within and outside an Allied Headquarters premises in support of its functions.

c. The exportation from the Portuguese Republic by an Allied Headquarters of goods, other property, as well as services, acquired in the Portuguese Republic in accordance with paragraph b. above.

d. Any turnover, funds, or income allocated or returned through the official activities of an Allied Headquarters be it as fees, charges, or donations, or interest generated on funds held by it.

e. The purchasing, ownership, registration, and operation of its official motor vehicles and trailers, including their use of roads, bridges, tunnels, ferries, and similar infrastructure.

f. Except for amounts which are no more than charges for services rendered, an Allied Headquarters shall be exempt from taxes, duties, fees, charges, and tolls in the

Portuguese Republic on:

- (1) Fuels and lubricants for the use of aircraft, vessels, or any other motor vehicles and trailers owned by or operated in support of Allied Headquarters' official activities.
- (2) Fuels and lubricants used for heating/cooling systems or power generators in the operation of an Allied Headquarters.
- (3) Use of harbours, airports and airfields.
- (4) Airline, train, and ferry tickets, purchased by an Allied Headquarters for official travels.
- (5) Activities covered by environmental regulations and programmes, in particular scrapping and disposal of property, and use of infrastructure.
- (6) Use or operation of radio, TV, or other telecommunication devices and equipment procured for military purposes, to include stamp duties and license fees and use of spectrum.
- (7) 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.
- (8) Funds transferred to or by an Allied Headquarters.

3. 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 NATO or the Allied Headquarters specifically.
- b. Goods, other property, as well as services, imported or acquired in the Portuguese Republic acting in support of or on behalf of an Allied Headquarters for use by commercial entities, whose services are acquired by an Allied Headquarters through a commercial contract performed within or outside the Portuguese Republic.

c. The exemptions in the previous sub-paragraphs are not to be applied, unless NATO or the Allied Headquarters are identified in the invoices as the beneficiaries of such goods, property or services.

d. The activities of Allied Headquarters morale and welfare programmes with regard to goods, supplies, other property, as well as services, on the condition that such activities are duly approved by the responsible Allied Headquarters.

4. Canteens, cafeterias, and messes:

a. The tax exemptions granted to Allied Headquarters in the Protocol, Article 8, and above, 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 members and their dependents.

b. Without infringing on the rights of sending States to establish and operate similar facilities in accordance with the Agreement, Article XI, paragraph 4, the Allied Headquarters may operate, either directly or through a concessionaire:

(1) Canteens, understood as shops or exchanges, facilitating the provision of and reselling of tax- and duty-free goods and services to the members as identified in this Article and their dependents;

(2) Cafeterias, understood as dining facilities serving the persons identified in this Article;

(3) Messes, understood as facilities serving light meals, beverages, and promoting socialization among the persons identified in this Article.

c. An Allied Headquarters 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 Allied Headquarters 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.

d. All persons permitted onto the premises of an Allied Headquarters, to include Local Wage Rate personnel, all contracted personnel, and visitors, no matter their nationality, may buy or be provided food and drink items to be consumed in the Headquarters cafeterias or messes, and may purchase Allied Headquarters and exercise/event labelled items for their personal use. This shall not include access to Allied Headquarters canteens.

e. Members and their dependents shall have access to canteens.

f. Purchase of items in canteens, cafeterias and messes may be limited by age restriction or be rationed at the discretion of the Allied Headquarters or due to arrangements with the Portuguese Republic, such as the Annex to this Supplementary Agreement.

g. Rationed items shall not be disposed of by sale, barter, gift or otherwise ceded to any other person.

h. Subject to the specified restrictions on the extent of entitlements in terms of permitted quantities and disposal, and where an Allied Headquarters has not established its own canteens, messes, or cafeterias in the Portuguese Republic, members and their dependents shall be permitted to use the facilities of the nearest Allied Headquarters or of the Portuguese Armed Forces in accordance with the limitations set out in this Article. Equally, members and their dependents shall have the right to use such facilities of their national forces, if the latter so agree and subject to the same conditions as laid down in this Article.

5. Members of an Allied Headquarters, except such members attached by the Portuguese Republic or employed by an Allied Headquarters and holding Portuguese citizenship or being permanently resident in the Portuguese Republic, are entitled members. Entitled members and their dependents shall, in addition to the entitlements in the Protocol, Article 8, paragraphs 2 and 3; the Agreement Article XI, paragraphs 4, 5, and 6; and in the paragraphs above; enjoy the rights provided below, which may be subject to further implementation by mutual arrangements:

a. Import and purchase of personal effects and furniture as in accordance with the Annex to this Supplementary Agreement.

b. Import and purchase of privately owned motor vehicles as defined in the Annex to this Supplementary Agreement. The motor vehicles may be replaced by further imports or purchases in the Portuguese Republic free of duties and taxes if disposed of in accordance with paragraph 8 below.

c. Exemption from all fees on any personally owned radio, TV and other telecommunication devices.

6. Taxation on income and moveable property of members shall be as laid down in the Agreement, Article X, paragraphs 1 and 2, and the Protocol, Article 7, and shall include, inter alia, exemptions for entitled members from annual circulation and road taxes and fees in the Portuguese Republic.

7. In addition to the right to export and re-export, and without prejudice to the Protocol, Article 9, and to the right of an Allied Headquarters to resell items in canteens, messes, and cafeterias, an Allied Headquarters shall have the right to dispose of equipment, surplus, and scrap. 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 authorised 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 authorised scrapping form, customs or other appropriate document.

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

8. With the limitations stated in paragraphs 4.f and 4.g, above, items imported or purchased free of duties, taxes, fees and charges by the members and their 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 entities, 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, an authorised scrapping form, customs, or other appropriate documents.
- f. When the required Portuguese duties and/or taxes, based on market-value at the time of disposal, have been paid.

9. The entitlements stated above are afforded to the Allied Headquarters in support of its mission, and the members and their dependents shall not derive any individual rights from this Supplementary Agreement in this regard. The administration of the entitlements shall be subject to Portuguese law and to the management of the Allied Headquarters, which:

- a. Shall take the appropriate measures, within the scope of its authority, to oversee the correct application of the rules and regulations on relief from taxes and duties and to prevent abuse.
- b. May request the Portuguese Republic assistance to legally pursue any abuse.
- c. Shall request all members and their dependents to sign a statement on their arrival in an Allied Headquarters acknowledging the restrictions set out in this Article.
- d. Pursuant to the Agreement, Article XII, paragraph 1, and the Protocol, Article 4, may conclude mutual arrangements with the Portuguese Republic on the accounting and management of the entitlements described in this Article.

10. For the purposes of verifying the status of an Allied Headquarters and entitled members under this Supplementary Agreement with regard to forms required to accomplish tax and duty-free purchases in EU countries as well as import, export and re-export of goods, the Portuguese Republic shall appoint an authority to certify forms submitted by or through an Allied Headquarters.

11. An Allied Headquarters shall provide the designated authority in the Portuguese Republic with a list of personnel upholding entitlements under this Supplementary Agreement. For the sake of accurateness, such lists shall be provided monthly.

12. Exemption shall be granted for any taxes or fees which may be applied in the Portuguese Republic after this Supplementary Agreement is signed.

13. The provisions of the present Article shall not supersede procedures regarding funding of NATO infrastructure projects and implementation of Capability Packages, nor is it the intent to limit or supersede such entitlements granted to a single state or to international, governmental and non-governmental organizations, and international tribunals by the Portuguese Republic.

14. Nothing in this Article shall be understood to limit or otherwise prejudice the procedures and rights granted to the Portuguese Republic under the Agreement, in particular Article IX, paragraph 2, Article XI, paragraph 1, and Article XII, paragraph 2.

Article 18

Protection of the environment, health, and safety

1. Without prejudice to the Agreement, Article II, and acknowledging exemptions provided in this Supplementary Agreement, Portuguese laws and regulations regarding protection of the environment shall, in the same manner they are applicable to the Portuguese Armed Forces, serve as the minimum standard for an Allied Headquarters, just as all relevant NATO Standardisation Agreements and guidance shall be applied.

2. The Allied Headquarters shall, with the assistance of the Portuguese Republic envisaged in paragraph 6 below, analyse the compatibility of Allied Headquarters activities with Portuguese environmental laws and regulations. Such considerations shall include, but shall not be limited to, identification and assessment of potential environmental impacts and effects, in order to minimise the possible adverse environmental effects and, where detrimental effects are unavoidable, to take appropriate remedial measures. In this regard, special attention shall be paid to activities regarding use and storage of fuels, lubricants and ammunitions, as well as emissions of gases, levels of noise, areas for training and exercises, and disposal of all kinds of refuse.

3. Transportation of munitions, heavy goods and hazardous materials shall be in

accordance with the standards and regulations applicable to the Portuguese Armed Forces and shall take due account of international agreements in force in the Portuguese Republic as well as relevant NATO Standardisation Agreements and guidance.

4. For construction and engineering works undertaken by an Allied Headquarters, the concerned Headquarters shall as a minimum set environmental, construction and engineering (to include health and safety) standards comparable to the standards, rules and regulations applicable to the Portuguese Armed Forces. Without prejudice to the obligations relating to the employment of a local workforce under the Agreement, Article IX, paragraph 4, an Allied Headquarters shall endeavour to comply with Portuguese occupational health and safety regulations to the extent possible, and, where this is legally, operationally, or otherwise technically impossible, the Portuguese authorities and the Allied Headquarters shall, without delay, agree on other means to achieve the desired protections.

5. Where Portuguese law prohibits the importation of certain articles, such articles may, with the approval of the Portuguese Republic, be imported by an Allied Headquarters. An Allied Headquarters and the Portuguese Republic shall agree on categories of articles, the import of which is approved by the Portuguese Republic under this provision.

6. The appropriate Portuguese authorities shall provide assistance to examine the compatibility of Allied Headquarters activities with Portuguese environmental laws and regulations as well as guidance and information on the regulations, standards, mentioned above, and shall advise an Allied Headquarters when Portuguese standards exceed those established by the applicable international conventions. The Portuguese standards referred to above shall be provided to an Allied Headquarters by the concerned Portuguese authorities.

7. In the event of a public health emergency, the competent Portuguese authorities shall act in accordance with the Portuguese laws and international commitments and shall be granted access to the premises of an Allied Headquarters, in accordance with Article 5 of the present Supplementary Agreement.

8. All environmental duties, taxes, fees, and charges shall be resolved as laid down by Article 17 of this Supplementary Agreement.

Article 19
Public hygiene

1. An Allied Headquarters shall, with the support of the Portuguese Republic, apply Portuguese regulations for the prevention and control of infectious diseases of humans, animals and plants and for prevention and control of plant pests.
2. The Portuguese Republic shall provide means and assistance in case of emergency situations involving local, national or international infectious diseases. An Allied Headquarters shall provide access to their facilities in accordance with Article 5 of the present Supplementary Agreement.
3. An Allied Headquarters and Portuguese authorities shall promptly inform each other of the outbreak or suspected outbreak, transmission and elimination of any infectious diseases and of the measures taken.
4. If an Allied Headquarters deems it necessary to take health protection measures within the facilities and premises made available for its use, it shall coordinate the execution of such means with the concerned Portuguese authorities.
5. The Portuguese regulations referred to above and any related information shall be provided to an Allied Headquarters by the concerned Portuguese authorities in the English or French languages.

Article 20
Evacuation of members and dependents

Subject to separate arrangements with the sending States in question, the States having assigned members to an Allied Headquarters shall, in case of emergency situations, be granted access to for the purpose of evacuating their personnel and dependents.

Article 21
Correspondence and communication

1. For the purposes of official communications and correspondence, an Allied Headquarters shall have unrestricted 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, and postal services in the Portuguese Republic, irrespective of whether the service is operated commercially or publicly.

2. An Allied Headquarters shall have access to the Portuguese Republic military communication, courier and postal services subject to an arrangement.

3. An Allied Headquarters and, in accordance with North Atlantic Council approved policy, NATO Standardisation Agreement 2109 and subsequent agreements, a Party to the North Atlantic Treaty may establish and operate, at their own expense, fixed line, mobile as well as satellite phone systems, internet services, postal and courier services, and any other communication and information system services in the Portuguese Republic for the official and private use of the Allied Headquarters and its members.

4. An Allied Headquarters 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 authorised purposes.

5. As provided in the Agreement, Article XI, paragraph 3, any mail or communication of an Allied Headquarters marked or otherwise declared as official shall not be subject to any restrictions, inspection, delay, or other control by Portuguese authorities, unless the Allied Headquarters waived this immunity.

6. An Allied Headquarters shall be entitled to send and receive official correspondence and packages by courier or in sealed bags, and shall enjoy immunities and privileges accorded to diplomatic couriers and bags.

7. Official correspondence and packages of a sending State, represented at the Allied Headquarters, may be sent through national channels, where such are available, without Portuguese charges or any restrictions, inspection, delay, or other control.

Article 22

Telecommunication

1. Subject to further arrangements with the appropriate Portuguese authorities regarding locations and technical details of equipment, an Allied Headquarters may import, establish, access, operate and maintain, on either a temporary or non-temporary basis, inside or outside

the premises occupied by it, such 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 an Allied Headquarters, together with their parameters, shall be established by an Allied Headquarters and the Portuguese authorities responsible for spectrum management in accordance with the procedures set up by the appropriate NATO authority. An Allied Headquarters and the Portuguese Republic shall take all necessary measures to avoid and eliminate harmful interference with each other's and with civilian telecommunication services and electrical power facilities. Subject to prior coordination with the appropriate Portuguese authorities an Allied Headquarters may employ necessary security measures to protect Allied Headquarters communications in the Portuguese Republic for reasons of security and force protection.

3. Telecommunication facilities and military radio stations shall be used exclusively for official purposes in accordance with the paragraph above.

4. Applications regarding wire telephone and telegraph/data systems and circuits shall be submitted in accordance with the procedures established by the correspondent NATO authority.

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.

6. In establishing and operating telecommunications facilities, an Allied Headquarters shall apply the provisions approved by the International Telecommunications Union and any other international or regional telecommunications regulations binding upon the Portuguese Republic, as well as Portuguese telecommunications laws and regulations. An Allied Headquarters shall be exempt from this provision to the extent that such exemption is granted to the Portuguese Armed Forces.

7. All Allied Headquarters shall be entitled to send and receive messages and data in cipher.

Article 23

Policing on and off premises

1. In accordance with the Agreement, Article VII, paragraph 10, and the Protocol, Article 4, paragraph b., an Allied Headquarters shall have the right to police any premises occupied by it. The security staff of an Allied Headquarters may take all appropriate measures to ensure the maintenance of order, discipline and security on such premises. The Portuguese Republic shall render assistance by military and/or civilian police to the Head of an Allied Headquarters or the designated representative, when so requested.
2. The exercise of the police powers for events outside an Allied Headquarters shall be the responsibility of the Portuguese authorities. Outside an Allied Headquarters premises, the Headquarters international security staffs shall only be employed in the circumstances and under the conditions specified in the Agreement.
3. Subsequent to the Agreement, Article VII, paragraph 5 (b), and the Protocol, Article 4, the Head of an Allied Headquarters or designated representative shall be promptly notified of the arrest or other detention of any member or their dependents.
4. Writs, fines, and summons issued against members of an Allied Headquarters may be served through the Head of an Allied Headquarters to which they are attached.

Article 24

Security and force protection

1. In accordance with NATO Security Policy and NATO Force Protection Policy, the Portuguese Republic is responsible for all aspects of force protection, including risk assessment, planning, provision and implementation, according to Portuguese national standards for an equivalent entity (headquarters, individual, group, etc.), in the following scenarios:
 - a. Perimeter protection of an Allied Headquarters.
 - b. Protection of VIPs and meetings organised by an Allied Headquarters, but held outside of the premises of that Allied Headquarters, upon request and subject to risk assessment.

2. The Portuguese Republic and an Allied Headquarters shall exchange information concerning both force protection and security threats.

3. An Allied Headquarters shall not conduct security or force protection activities outside the Allied Headquarters premises, unless arrangements have previously been concluded with the appropriate Portuguese authorities.

Article 25

Arms

1. Pursuant to the Agreement, Article VI, an Allied Headquarters shall make arrangements with the appropriate Portuguese authorities regarding the transportation and storage of arms and ammunition. In line with such arrangements, an Allied Headquarters shall promulgate internal regulations, in accordance with sending State and Portuguese regulations concerning the custody and movement of military arms and ammunition in their custody or possession, to ensure that no member of an Allied Headquarters shall gain possession or carry arms unless authorised to do so.

2. Portuguese law shall apply to the possession, disposal and carriage of privately owned arms and ammunition.

Article 26

Traffic regulations and motor vehicles

1. With the exception of exemptions provided in this Supplementary Agreement, Portuguese traffic regulations shall apply to the operation of official motor vehicles and trailers of an Allied Headquarters and to the operation of privately owned motor vehicles, trailers, and water craft of its members and their dependents, regardless of type.

2. Official motor vehicles and trailers, regardless of their type, of an Allied Headquarters shall be afforded the same exemptions from Portuguese traffic regulations as are afforded to Portuguese Armed Forces.

3. If considered necessary by the Allied Headquarters, and paying due regard to public safety and order, and the protection of the environment, the Portuguese Republic shall, in respect of official motor vehicles and trailers of an Allied Headquarters, grant exemptions from Portuguese regulations concerning the specifications on construction, design and equipment

of such motor vehicles and trailers, regardless of their type.

4. Privately owned motor vehicles of any type and trailers temporarily imported in accordance with the Agreement, Article XI, paragraph 6, and the Protocol, Article 8, paragraph 3, 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.

5. With regard to the certification of the motor vehicle technical standards stated above for all types of official and privately owned motor vehicles and trailers, an Allied Headquarters may use those operated by the Portuguese Armed Forces or, subject to a separate arrangement, establish its own technical inspection stations. In latter case, the Portuguese Republic shall, at no cost to an Allied Headquarters, provide all necessary basic machinery and make the operators available as well as issue the necessary technical inspection certificates.

Article 27 **Driving licences**

1. The provisions of the Agreement, Article IV, shall extend to all members and to their dependents, on the condition that they satisfy the driving requirements in the Portuguese Republic. If so required by Portuguese regulations, the Portuguese Republic shall issue a Portuguese driver's licence, without additional tests, fees, or requesting the surrender or deposit of the original licence. Upon request of the Portuguese Republic, the concerned Allied Headquarters shall provide an endorsement to confirm that an individual is an Allied Headquarters member or dependent.

2. Whilst in the Portuguese Republic members and dependents who satisfy the legal requirements in the Portuguese Republic shall be permitted to obtain a Portuguese driving license after complying with the appropriate Portuguese regulations.

3. Subject to further arrangements, the Portuguese Republic shall assist an Allied Headquarters in establishing and accrediting driver's instructions, testing, and licenses in the Portuguese Republic.

Article 28
Registration plates

1. The Portuguese Republic shall register motor vehicles and issue registration plates for the official motor vehicles and trailers of an Allied Headquarters and of the 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, or the Agreement, Article XI, an Allied Headquarters 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 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, an Allied Headquarters shall ensure that Portuguese requirements related to mandatory motor vehicle insurance, tax-exemptions, and customs clearance are met by the owner.

 - c. An Allied Headquarters 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 a Supreme Headquarters 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 an Allied Headquarters. The use of cover registration plates shall not be understood as a voluntary waiver of entitlements and immunities set up in Articles 7 and 17 of 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.

5. Nothing in this Article shall be understood to contradict or impede the rights afforded to a sending State under the Agreement, Article XI, to temporarily import and re-export service vehicles on the conditions and subject to the documentation stipulated in the Agreement.

Article 29

Military clubs, travel concessions, and sport facilities

The Portuguese Republic shall grant members 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.

Article 30

Medical and dental services

1. Pursuant to the Agreement, Article IX, paragraph 5, the Portuguese Republic shall permit members and their dependents to receive medical and dental care, including hospitalization, on terms established or to be agreed between the Portuguese Republic and the Allied Headquarters or the sending States, as appropriate.

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 should also be guaranteed on terms established or to be agreed between the Ministry of Defence of the Portuguese Republic and the Allied Headquarters.

Article 31

Educational services

1. Members and their dependents shall be granted access to education and kindergartens, 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 support the establishment of an international school in the vicinity of an Allied Headquarters and shall ensure that such school receives the same facilities and conditions as accorded to the private schools in the Portuguese Republic. This support includes assistance to achieve accreditation of such school by national and international agencies.

3. An Allied Headquarters in the Portuguese Republic is authorised to set up and operate additional international schools, just as national units' schools may be set up by the Allied Headquarters and/or national units under conditions and procedures to be subsequently established. Such schools shall have their own rules and regulations concerning all operational and administrative procedures, to include but not limited to curriculum and teacher qualifications. Such school shall be eligible for applying for support and facilities in accordance with paragraph 2 above.

4. The Portuguese Republic shall recognize, validate, and certify diplomas issued by schools referred to in paragraphs 2 and 3 above, 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 32

Welfare services

1. The Headquarters members and dependents can be engaged in support of Morale and Welfare programmes established by the Allied Headquarters and by national support units in accordance with NATO regulations. Such engagement does not amount to or correspond to employment.

2. In case a member dies or leaves the Portuguese Republic permanently, the dependents of such a member 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. Upon request of an Allied Headquarters, 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.

3. Should Portuguese education and social services become involved in cases regarding members or dependents without prior request of their sending State, the involved national support unit(s) or Allied Headquarters, as appropriate, shall be informed.

Article 33

Implementation and dispute settlement

1. The Parties agree to take the required measures to facilitate the implementation and execution of the present Supplementary Agreement.

2. All communications and arrangements exchanged or concluded subsequent to this Supplementary Agreement shall be conducted in the English or French languages, being recognised as the only official NATO languages.

3. Any dispute between the Parties concerning the interpretation or application of the present Agreement shall be settled through negotiation. Except where express provision is made to the contrary in the present Agreement or in the Protocol, disputes which cannot be settled through negotiations shall be resolved as envisaged in the Protocol, Article 15.

Article 34

Entry into force

This Supplementary Agreement shall enter into force the day following the date of receipt of the later of the notifications, in writing, conveying the completion of the internal procedures of each Party required for that purpose.

Article 35

Amendments

1. This Supplementary Agreement may be amended by request of any of the Parties.

2. The amendments shall enter into force in accordance with the terms specified in Article 33 of this Supplementary Agreement.

Article 36
Duration and termination

1. Following the expiration of an initial period of two (2) years, this Supplementary Agreement shall remain in force for an indefinite period of time.
2. Following the expiration of the initial period of two (2) years, either Party may, at any time, terminate the present Supplementary Agreement upon a prior notification in written and through diplomatic channels.
3. The present Supplementary Agreement shall terminate one (1) year after the receipt of such notification. However, the Parties may subject to specific circumstances and by mutual consent agree to extend this Supplementary Agreement for an additional period of one (1) year.
4. This Supplementary Agreement shall remain in force irrespective of the permanent presence of an Allied Headquarters in the territory of the Portuguese Republic.
5. Without prejudice to the Agreement, Article XV, and the Protocol, Article 16, and subject to the provisions of paragraph 6 below, this Supplementary Agreement shall remain in force in case of hostilities to which the North Atlantic Treaty applies. However, the provisions relating to the location and personnel strength of an Allied Headquarters shall, in the event of such hostilities, immediately be the subject of examination by the appropriate Supreme Headquarters and the Portuguese Republic so that any desirable amendments may be made in the application of this Supplementary Agreement. Moreover, Article 3, paragraph 2, shall not apply to relocations determined necessary by the Portuguese Republic under such circumstances.
6. In the event of hostilities as defined above, each Party shall be entitled, after 60 days' notice to the other Parties, to suspend the application of any provision, except Article 33, of this Supplementary Agreement in so far as it may be necessary. If this right is exercised, the Parties shall forthwith consult one another so that arrangements may be reached on the proper provisions to replace those in respect of which application has been suspended.

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

Done in Brussels, on the 3rd of December 2013, in three originals, in the Portuguese and English languages, all texts being equally authentic.

FOR THE PORTUGUESE REPUBLIC

Rui Chancerelle de Machete
Minister of State and of Foreign Affairs

FOR THE SUPREME HEADQUARTERS ALLIED POWERS EUROPE

General Philip M. Breedlove
Supreme Allied Commander Europe

FOR HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION

General Jean-Paul Paloméros
Supreme Allied Commander Transformation

ANNEX TO THE AGREEMENT BETWEEN THE PORTUGUESE REPUBLIC, OF THE ONE PART, AND THE SUPREME HEADQUARTERS ALLIED POWERS EUROPE AND HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION, OF THE OTHER PART, TO SUPPLEMENT THE PROTOCOL ON THE STATUS OF INTERNATIONAL MILITARY HEADQUARTERS SET UP PURSUANT TO THE NORTH ATLANTIC TREATY

1. Subject to the control, use and disposal set forth in this Supplementary Agreement and without prejudice to the privileges granted under the Paris Protocol, Article 8, paragraphs 2 and 3, and the Agreement, in particular Article XI, paragraphs 5 and 6, entitled members and their dependents enjoy the following entitlements in implementation of Article 17, Fiscal Entitlements:

a. In accordance with the purposes stated in the Agreement, Article XI, paragraphs 5 and 6, importation of personal effects, furniture, and privately owned motor vehicles etc. as follows:

- (1) 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), entitled members and their dependents 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, entitled 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 NATO service, may also be re-exported duty and tax-free.
- (2) Privately owned motor vehicles (to include motor cycles, caravans): Entitled members may for the term of their service import their private motor vehicles for the personal use of themselves and their dependents, regardless their type, free of duties and taxes. The definition of motor cycles will follow Portuguese legislation.
- (3) Recreational crafts (as defined as such under Portuguese legislation), trailers, and recreation and camper vans: Entitled members may for the term of their service import their private recreation and camper vans, regardless 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.

- (4) Receiving parcels through Allied Headquarters' or the Portuguese postal systems free of all duties and taxes provided the contents are for the personal use of themselves and their dependents and that the total value of the parcel does not exceed € 100.

b. Entitled members may purchase the items identified below in the Portuguese Republic free of taxes in accordance with procedures to be established, as required, with the Ministry of Defense of the Portuguese Republic. Taxes on such purchases shall be either waived or reimbursed according to such procedures.

- (1) 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 Supreme Headquarters and the Ministry of Defense of the Portuguese Republic. In any case, the exemption does not apply to:

- (a) Construction services, including materials;
- (b) Water, gas and electricity;
- (c) Food and drinks;
- (d) Restaurant services;
- (e) Accommodation services;
- (f) Telephone services.

- (2) Petrol and other fuels with the following monthly limits (per vehicle), with a maximum of two (2) privately owned motor vehicles or three (3) for the Head of an Allied Headquarters, considering that the number of privately owned motor vehicles having tax-free fuel shall not exceed the number of persons in the household above the driving age:

- (a) Motorcycles 90 litres

(b) Automobiles 150 litres

(3) Privately owned motor vehicles:

(a) 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 Article 17, paragraph 8, sections e. or f.

(b) A maximum of three (3) privately owned motor vehicles for the household of the Head of an Allied Headquarters 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 Article 17, paragraph 8, sections e. or f.

2. Rationed items may be purchased in Allied Headquarters' canteens in amounts to be agreed between the Supreme Headquarters and the Ministry of Defense of the Portuguese Republic.

3. Tax exemptions on importation or purchase of means of transport are granted up to three (3) months before an entitled 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 Allied Headquarters, as appropriate.

4. An Allied Headquarters shall provide internal regulations with regard to the administration of purchases made in the Allied Headquarters' canteen for official functions of that Headquarters.

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.