

DEFENSE

Cooperation

**Agreement Between the
UNITED STATES OF AMERICA
and MALAWI**

Signed at Lilongwe February 24, 2016



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

MALAWI

Defense: Cooperation

*Agreement signed at Lilongwe
February 24, 2016;
Entered into force February 24, 2016.*

**AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF MALAWI
REGARDING
MILITARY COOPERATION IN THE REPUBLIC OF MALAWI**

The United States of America (hereinafter "the United States") and the Republic of Malawi (hereinafter "Malawi"), hereinafter collectively referred to as "the Parties" and singularly as a "Party";

DESIRING to promote further and strengthen closer bilateral defence and security cooperation;

Have agreed as follows:

**ARTICLE I
Definitions**

1. "United States personnel" means members of the United States Armed Forces and civilian employees of the United States Department of Defense.
2. "United States contractors" means non-Malawi companies and firms, and their employees who are not nationals of Malawi, under contract to the United States Department of Defense.



ARTICLE II
Scope

This Agreement shall apply with regard to United States personnel and United States contractors who may be temporarily present in Malawi in connection with ship visits, training, exercises, humanitarian activities, and other activities as mutually agreed.

ARTICLE III
Privileges, Exemptions, and Immunities

United States personnel shall be accorded the privileges, exemptions, and immunities equivalent to those accorded to the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations of April 18, 1961.

ARTICLE IV
Entry, Exit, and Travel Documentation

United States personnel may enter and exit Malawi with United States identification and with collective movement or individual travel orders.

ARTICLE V
Licenses and Permits

1. Malawi shall accept as valid all professional licenses issued by the United States, or its States or political subdivisions, to United States personnel for the provision of services to authorized personnel.
2. Malawi shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles, as well as military vessels and aircraft.

ARTICLE VI
Uniforms and Weapons

United States personnel are authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders. The Parties shall consult regarding the introduction into and the carrying of arms in Malawi in connection with activities under this Agreement.



ARTICLE VII
Criminal Jurisdiction

Malawi recognizes the particular importance of disciplinary control by United States Armed Forces authorities over United States personnel and, therefore, authorizes the United States to exercise criminal jurisdiction over United States personnel while in Malawi.

ARTICLE VIII
Exemption From Taxation

1. The United States Department of Defense and United States personnel shall not be liable to pay any tax or similar charges assessed within Malawi.
2. The United States Department of Defense and United States personnel may import into, export out of, and use in Malawi any personal property, equipment, supplies, materiel, technology, training, or services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within Malawi.

ARTICLE IX
Security and Protections

The United States and Malawi shall cooperate to take such measures as may be necessary to ensure the security and protection of United States personnel, property, equipment, and official information in Malawi.

ARTICLE X
Exemption of Landing, Parking, and Port Fees and Other Charges

1. Vessels and vehicles operated by or, at the time, exclusively for the United States Department of Defense may enter, exit, and move freely within the territory of Malawi, and such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls.
2. Vessels and aircraft owned or operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to the payment of landing, parking, or port fees, pilotage charges, lighterage, and harbor dues at facilities owned and operated by the Government of Malawi.



3. Aircraft owned and operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to the payment of navigation, overflight, terminal, or similar charges when in the territory of Malawi.
4. The United States Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Malawi Defence Force less taxes and similar charges.
5. Aircraft and vessels of the United States Government shall be free from boarding and inspection.

ARTICLE XI **Contracting and Contractors**

1. The United States Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in Malawi without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment, or services. Such contracts shall be solicited, awarded, and administered in accordance with the laws and regulations of the Government of the United States.
2. Acquisition of articles and services in Malawi by or on behalf of the United States Department of Defense in connection with activities under this Agreement shall not be subject to any taxes or similar charges in Malawi.
3. United States contractors shall not be liable to pay any tax or other similar charge assessed within Malawi in connection with activities under this Agreement. Such contractors may import into, export out of, and use in Malawi any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with the United States Department of Defense in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within Malawi.
4. United States contractors shall be granted the same treatment as United States personnel with respect to professional and drivers' licenses in Article V above.

ARTICLE XII **Freedom of Movement**



United States personnel shall have freedom of movement and access to, and use of, mutually agreed transportation, storage, training, and other facilities required in connection with activities under this Agreement.

ARTICLE XIII

Operation of Telecommunication Systems

The Government of Malawi recognizes that it may be necessary for the United States Armed Forces to use the radio spectrum. The United States Department of Defense shall be allowed to operate its own telecommunication systems (as telecommunication is defined in the 1992 Constitution and Convention of the International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio spectrum for this purpose. Use of the radio spectrum shall be free of cost to the United States Government. United States personnel shall respect frequencies in use or reserved for local operators.

ARTICLE XIV

Claims

1. The Parties waive any and all claims (other than contractual claims) against each other for damage to, loss of, or destruction of the other's property or injury or death to personnel of either Party's armed forces or their civilian personnel arising out of the performance of their official duties in connection with activities under this Agreement.
2. Claims by third parties for damages or loss caused by United States personnel shall be expeditiously processed and resolved by the United States Government in accordance with United States laws and regulations.

ARTICLE XV

Precedence of This Agreement

Upon its entry into force, this Agreement shall supersede the exchange of notes between the Parties regarding issues related to U.S. military personnel and civilian employees of the United States Department of Defense who may be temporarily present in the Republic of Malawi in connection with the Africa Crisis Response Initiative Mobile Training Team visit and other activities related to the African Crisis Response Initiative, the U.S. note being dated July 28, 1997, and the Malawi note being No. 24.



ARTICLE XVI
Amendment

This Agreement may be amended by mutual written agreement of the Parties.

ARTICLE XVII
Implementing Arrangements

The Parties, or their designated representatives, may enter into implementing arrangements to carry out the provisions of this Agreement. In the event of conflict between an implementing arrangement and this Agreement, the terms of this Agreement shall govern.

ARTICLE XVIII
Settlement of Disputes

All disputes between the Parties that arise under or are related to this Agreement shall be resolved exclusively through consultation between the Parties and shall not be referred to any national or international court, tribunal, or similar body, or to any third party for settlement, unless otherwise mutually agreed.

ARTICLE XIX
Entry Into Force and Duration

1. This Agreement shall enter into force upon signature.
2. This Agreement shall have an initial term of ten years, and thereafter, it shall continue in force unless terminated by either Party by giving one year's written notice through diplomatic channels of its intention to terminate this Agreement.

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

DONE at Lilongwe, MALAWI, this 29TH day of FEBRUARY, 2016, in duplicate, in the English language.

FOR THE
UNITED STATES OF AMERICA:

FOR THE
REPUBLIC OF MALAWI:

