AGREEMENT

BETWEEN

THE REPUBLIC OF ESTONIA

AND

THE SUPREME HEADQUARTERS ALLIED POWERS EUROPE

AND

HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION

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PREAMBLE

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 Republic of Estonia;

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 and arrangements for the establishment, operation of, and conditions for assigned personnel to NATO Military Bodies enjoying status under the Paris Protocol within the territory of the Republic of Estonia;

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, governmental or 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 Paris Protocol and this Supplementary Agreement;

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

THE REPUBLIC OF ESTONIA, ON ONE SIDE, AND THE SUPREME HEADQUARTERS ALLIED POWERS EUROPE AND HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION, IN THE FOLLOWING REFERRED TO AS THE PARTIES, HAVE, PURSUANT TO PARAGRAPH 2 OF ARTICLE 16 OF THE PROTOCOL, REACHED THE FOLLOWING AGREEMENT:
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.


5. “SACEUR” means Supreme Allied Commander Europe.


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” means in addition to the Protocol, Article 1, 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 or non-governmental organizations, and international tribunals” mean 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 the territory of the Republic of Estonia, when approved by the North Atlantic Council and duly so reported by the concerned Allied Headquarters to the Republic of Estonia.

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. Personnel attached to an Allied Headquarters and belonging to the land, sea or air armed services of a state who is either:
      (1) A Party to the North Atlantic Treaty;
      (2) A Party to the PfP SOFA; or
      (3) Participating in other NATO Partnership and Cooperation Programmes.

   b. Civilian personnel who are:
      (1) Nationals of and employed by a Party to the North Atlantic Treaty and attached to an Allied Headquarters;
      (2) Nationals of and employed by a Party to the PfP SOFA and attached to an Allied Headquarters;
      (3) Nationals of and employed by a Nation participating in NATO Partnership and Cooperation Programmes and attached to an Allied Headquarters; or
      (4) Nationals of a Party to the North Atlantic Treaty and employed by an Allied Headquarters in categories determined by North Atlantic Council (NATO International Civilians).

14. “Dependent” means any person recognized by the sending State or by an Allied Headquarters as a dependent of a member.

15. “Additional Activities” means 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 Republic of Estonia, in the following referred to as Estonia, shall facilitate the
execution of the Agreement, the Protocol, the PfP SOFA, and this Supplementary Agreement, including by adopting and implementing necessary legislation, and shall endeavour to cooperate with an Allied Headquarters 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 Estonia 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 Estonia, or any local authorities thereof, 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 Estonian laws, and the official stamp shall, on request of an Allied Headquarters, be recognised through the appropriate Estonian authorities 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 and paragraph 5, and the guarantee provided in Article 15, 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 and paragraph 4 shall only apply to such Allied Headquarters assigned with a Peacetime Establishment authorised by the North Atlantic Council.
7. Additional Activities attached to an Allied Headquarters, and supporting that 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 31, 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 Estonian territory shall be established through arrangements between the respective Supreme Headquarters and Estonia. Any change of a permanent location of an Allied Headquarters in Estonia in time of peace shall be subject to negotiations between Estonia and the respective Supreme Headquarters.

2. Estonia shall indemnify the Allied Headquarters for costs payable to civilian personnel specified in Article 13, paragraphs 1 and 2, to which such personnel is entitled under applicable NATO and Estonian regulations, respectively, due to loss of job or relocation as a result of unilateral decisions by Estonia 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 (3), and the Protocol, Article 4, and acting on a request from a Supreme Headquarters, Estonia shall take all necessary measures to provide all land, buildings and fixed installations required for use by an Allied Headquarters. Estonia shall make such agreed assets available to an Allied Headquarters without charge and free of fees, taxes or licences, as envisaged in Article 16 below. 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 Estonia of the site and on terms not less favourable than those enjoyed by Estonian Defence Forces. At the request of an Allied Headquarters, Estonia 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, Estonia shall designate a national authority to act as the executive agent responsible for holding authorisations required by Estonian 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 barber and beauty shops, laundry and dry cleaning, banking and travel facilities. Conversely, the concessionaires shall comply with Estonian 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 Estonia 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 Estonian 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 Estonian units, or by international, governmental, non-governmental 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 Estonia.

3. Upon request and as determined by the Head of an Allied Headquarters, Estonian 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 of this Supplementary Agreement (Local Wage Rate personnel), 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 Estonian 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 31, 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 or anyone acting on behalf of an Allied Headquarters. This provision shall not extend to Estonian units assigned to an Allied Headquarters in Estonia, if the property subject to the enforcement is owned by Estonia, 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:

   a. Immunity from all Estonian legal actions, arrest or detention;

   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 Estonia with respect to personal baggage as are accorded to Foreign Diplomatic Staff of equivalent status; and
e. Immunity from Estonian 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 and the Deputy. Other functions on the staff below NATO grade OF-6 and the equivalent civilian grade shall be granted the status set out in this Article on the request of a Supreme Headquarters.

4. If the persons referred to in this article are Estonian nationals, 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 Estonia 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 Estonia.

7. Estonia 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 Estonian authorities to facilitate adherence to Estonian 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. Immunities may be withdrawn by SACEUR or SACT, as appropriate, upon request of Estonia 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, governmental or non-governmental organizations, or international tribunals already enjoy status under separate agreements or arrangements to which Estonia is a Party, the status provided to members and their
dependents under the present Supplementary Agreement shall, upon notification of an Allied Headquarters to Estonia, be afforded to such staff members assigned to or acting in support of an Allied Headquarters, and to their dependents.

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 prior approval of Estonia, and may increase further, subject to approval of Estonia. This provision shall not apply in case an increase is provided through decisions passed by the North Atlantic Council.

2. An Allied Headquarters shall annually inform Estonia of the actual strength 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 Estonia of dependents in accordance with Article 31 of this Supplementary Agreement. The detailed procedure shall be determined by the Allied Headquarters and the appointed Estonian authorities.

3. If training, exercises or NATO-led operations of any kind are to be conducted by an Allied Headquarters or by formations under the direction of that Headquarters, the Allied Headquarters shall obtain approval of such activities from Estonia. This includes any temporary increase of authorised personnel strength of that Allied Headquarters.

4. Additional Activities (as defined in Article 1, paragraph 15.), 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 Estonia, 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-Estonian members and their dependents shall be exempt from Estonian visa and immigration requirements, obligations associated with residency and registration, as well as provisions regarding work permits under Estonian law.

2. Estonia 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 national or sub-division fees, licence, or credentials and/or taxation, whether at the national or lower governmental levels. Estonia shall equally recognise the validity of such authorisations held by dependents if engaged in the official activities of an Allied Headquarters.

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

4. Members who are not Estonian citizens or ordinarily residents in Estonia, along with their dependents are in Estonia 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 Estonia to such members or their dependents, 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 Estonia.

2. Estonia 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, Estonia shall act on behalf of such Headquarters in legal matters in which an Allied Headquarters is an interested party. The Allied Headquarters shall only reimburse Estonia expenditure incurred by Estonia 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 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 Estonia resulting out of either the activities of an Allied Headquarters or other NATO operations or exercises in Estonia and coordinated with the appropriate Estonian 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 Estonian laws.

3. On request of an Allied Headquarters, claims arising out of contracts shall be processed and adjudicated by Estonia, through the process governing contracts, on the condition that such contracts are applying Estonian laws.

4. Estonia shall designate one point of contact 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 Estonian 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, the Estonian authorities shall advise the concerned administrative or judicial body of its lack of jurisdiction;

   b. In accordance with Article 7, paragraph 2 of the Protocol, NATO International Civilians are exempt from all taxes, as well as contributions to Estonian social and pension schemes, on the salaries and emoluments paid to them in their capacity as NATO International Civilians.
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 Estonia:

   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 a 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 Estonian law;

   c. The Allied Headquarters shall comply with the obligations under Estonian law to make required deductions and social security contributions on salaries and emoluments paid to Local Wage Rate personnel. 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 Estonia.

3. Estonia shall grant exemptions to civilian personnel referred to in paragraph 1 of this Article from Estonian military service obligations, including reserve training and mobilisation, 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 Estonian laws and regulations regarding the terms of business licensing and registration, provided they are:

   a. Non-Estonian companies and firms; and

   b. Not being resident in Estonia; and

   c. Providing technical expertise, or otherwise performing specialist and consultative functions; and
d. Exclusively in Estonia to execute a contract with or in support of an Allied Headquarters.

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 Estonian law and international agreements, as applicable.

3. 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 Estonia for the sole purpose of executing a contract with or in support of an Allied Headquarters in Estonia, and excluding Estonian nationals and persons ordinarily resident in Estonia, 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 Estonia:

a. Exemption from visa, residency, and registration requirements, as provided in this Supplementary Agreement, Article 10, paragraph 1. This shall equally extend to their dependents;

b. Exemption from requirements for work permits, as provided in this Supplementary Agreement, Article 10, paragraph 1;

c. Exemption from taxes on the import of their household goods in accordance with Article 16;

d. Recognition of driving licenses provided in this Supplementary Agreement, Article 26. 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 30 and welfare of dependents in accordance with Article 31.

4. 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 Estonian law.

5. Subject to paragraph 4, Estonia shall determine whether employees of contractors and their dependents are considered to be domiciliaries or ordinary residents of Estonia.

6. An Allied Headquarters shall inform Estonia 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
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 Estonian currency regulations 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 Estonia in its entirety. 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 Estonia. While the personal bank and postal accounts of members and their dependents are normally subject to the appropriate regulations governing such accounts, however, members, who are not Estonian citizens or ordinarily resident in Estonia, and dependents shall be allowed unlimited transfers of funds to and from accounts in Estonia. Estonia may request that the amounts and account information be certified by the sending State.

ARTICLE 16
FISCAL ENTITLEMENTS

1. Estonia 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 and unless otherwise provided in this Supplementary Agreement and except for the amounts which are no more than charges for services rendered, an Allied Headquarters shall be exempt from all taxes, duties (including customs duties), fees and charges related to licenses or permits, irrespective of the level at which they may be levied on all its activities (collectively referred to as “tax” or “taxes”) in particular:

a. The acquisition of goods, other property, as well as services in Estonia, including refurbishment and construction of buildings within and outside an Allied Headquarters premises in support of its functions;

b. Funds transferred to or by an Allied Headquarters, as well as any turnover or income returned through the official activities of an Allied
Headquarters, be it as fees, charges, or donations, or interest generated on funds held by it.

2. The exemptions may be subject to further detailed implementation through mutual arrangements. The exemptions do not extend to Estonian national support unit except as envisaged in this Article and acting on behalf of or as a part of 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 Estonia acting for NATO or the Allied Headquarters specifically;

   b. Goods, other property, as well as services, imported or acquired in Estonia by or on behalf of an Allied Headquarters for use by commercial entities, whose services are acquired by an Allied Headquarters through a contract performed within or outside Estonia.

4. Canteens, cafeterias, and messes:

   a. Without infringing on the rights of sending States to establish and operate similar facilities in accordance with the Agreement, Article XI, paragraph 4, an 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-free goods and services to the members identified in this Article and their dependents and subject to the limitations established in this Supplementary Agreement and the its Annex;

      (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.

   b. 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 Estonian laws may be responsible to report for tax purposes;
c. 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;

d. Members and their dependents shall have access to canteens, and shall enjoy exemption from all taxes on motor fuels and lubricants, in amounts detailed in the Annex to this Supplementary Agreement;

e. Purchase of items in canteens, cafeterias and messes may be limited by age restriction or be rationed at the discretion of the Allied Headquarters;

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

g. 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 Estonia, members and their dependents shall be permitted to use the facilities of the nearest Allied Headquarters in Estonia or of the Estonian Defence 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 Estonia or employed by an Allied Headquarters and holding Estonian citizenship or being ordinarily resident in Estonia, 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 in accordance with the Annex to this Supplementary Agreement;

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

c. Exemption from stamp duties, and license 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 Estonia.

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 Estonia 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 Estonia on the condition that Estonian taxes, based on market-value at the time of disposal, are paid;

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

   c. Without payment of taxes to entities, charities, and similar organizations, on the condition that they are exempt from Estonian taxes.

8. With the limitations stated in paragraphs 4. f. and g., above, items imported or purchased free of taxes by the members and their dependents, under the provisions of this Article, shall not be disposed of in Estonia 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 Estonian taxes;

   e. Disposal by way of destruction, theft or damage, on the condition that the circumstances and disposal is certified by Estonian police authorities, an authorised scrapping form, customs, or other appropriate documents;

   f. When the required Estonian 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 Estonian 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 to prevent abuse;

   b. May request Estonian 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 Estonia 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 and their dependents under this Supplementary Agreement with regard to forms required to accomplish tax-free purchases in EU countries as well as import, export, and re-export of goods, Estonia shall appoint an authority to certify forms submitted by or through an Allied Headquarters.

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

12. 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 Estonia.

13. Nothing in this Article shall be understood to limit or otherwise prejudice the procedures and rights granted to Estonia under the Agreement, in particular Article IX, paragraph 2, Article XI, paragraph 1, and Article XII, paragraph 2.
ARTICLE 17
PROTECTION OF THE ENVIRONMENT, HEALTH, AND SAFETY

1. Without prejudice to the Agreement, Article II, and acknowledging exemptions provided in this Supplementary Agreement, Estonian laws and regulations regarding protection of the environment shall, in the same manner they are applicable to the Estonian Defence 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 Estonia envisaged in paragraph 5 below, analyse the compatibility of Allied Headquarters activities with Estonian 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. 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 Estonian Defence 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 Estonian occupational health and safety regulations to the extent possible, and, where this is legally, operationally, or otherwise technically impossible, the Estonian authorities and the Allied Headquarters shall, without delay, agree on other means to achieve the desired protections.

4. Where Estonian law prohibits the importation of certain articles, such articles may, with the approval of Estonia, and provided that this is not contrary to other international obligations undertaken nor that public health or the cultivation of plants is endangered thereby, be imported by an Allied Headquarters. An Allied Headquarters and Estonia shall agree on categories of articles, the import of which is approved by Estonia under this provision.

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

6. All environmental taxes shall be resolved as laid down by Article 16 of this Supplementary Agreement.

ARTICLE 18
PUBLIC HYGIENE

1. An Allied Headquarters shall, with the support of Estonia, apply Estonian regulations for the prevention and control of infectious diseases of humans, animals and plants and for prevention of control of plant pests.

2. Estonia 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 the Estonian 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 Estonian authorities.

5. The Estonian regulations referred to above and any related information shall be provided to an Allied Headquarters by the concerned Estonian authorities in the English or French languages.

ARTICLE 19
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 Estonia for the purpose of evacuating their personnel and dependents. Estonia and an Allied Headquarters shall coordinate adequate procedures to ensure prompt evacuation of members and their dependents not subject to evacuation by a sending State.
ARTICLE 20
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 Estonia, irrespective of whether the service is operated commercially or publicly.

2. An Allied Headquarters shall, as a minimum, have access to Estonian military communication, courier and postal services on terms and conditions comparable to the Estonian Defence Forces.

3. An Allied Headquarters and, in accordance with North Atlantic Council approved policy, NATO Standardisation Agreement 2109 and subsequent agreements a Nation, 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 Estonia 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 Estonia, 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, censorship, delay, or other control by the Estonian authorities, unless the Allied Headquarters have 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.

ARTICLE 21
TELECOMMUNICATION

1. Subject to further arrangements with the appropriate Estonian 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 official activities.

2. Estonia shall remain responsible and liable for spectrum management. Frequencies to be used by an Allied Headquarters, together with their parameters, allocation of call signs, etc. shall be established by an Allied Headquarters and Estonia in accordance with the procedures set up by the appropriate NATO authority. An Allied Headquarters and Estonia shall take all necessary measures to avoid and eliminate harmful interference with each others’ and civilian telecommunication services and electrical power facilities. An Allied Headquarters may employ necessary security measures to protect Allied Headquarters communications in Estonia for reasons of security and force protection, subject to prior coordination with the appropriate Estonian authorities.

3. Telecommunication facilities and military radio stations shall be used exclusively for official purposes in accordance with paragraph 2.

4. Estonia shall not charge an Allied Headquarters for the use of the electromagnetic spectrum allocated for non-civilian services and systems. An Allied Headquarters shall be treated in the same manner as the Estonian Defence Forces in regard to being charged fees or taxes for the use of frequencies allocated for civilian services and systems.

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

6. The criteria and regulations for work and services of the telecommunications operators and regulators shall not be less favourable than those applied to the Estonian Defence Forces. The Estonian Defence Forces shall upon request from an Allied Headquarters conclude contracts with telecommunications companies to provide work and services at the same rates as provided to the Estonian Defence Forces.

7. 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 Estonia, as well as the Estonian telecommunications laws and regulations. An Allied Headquarters shall be exempt from this provision to the extent that such exemption is granted to the Estonian Defence Forces.

8. All Allied Headquarters shall be entitled to send and receive messages and data in cipher.
ARTICLE 22
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 staffs of an Allied Headquarters may take all appropriate measures to ensure the maintenance of order, discipline and security on such premises. Estonia 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 Estonian 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 23
SECURITY AND FORCE PROTECTION

1. In accordance with NATO Security Policy and NATO Force Protection Policy, Estonia is responsible for all aspects of force protection, including risk assessment, planning, provision and implementation, in the following scenarios:

   a. Perimeter protection of an Allied Headquarters;

   b. Protection of meetings organised by an Allied Headquarters, but held outside of the premises of that Allied Headquarters;

   c. Protection of VIPs, either based within the Allied Headquarters or visiting the Allied Headquarters, or otherwise taking part in events organised by an Allied Headquarters.

2. Estonia and an Allied Headquarters shall make arrangements for:

   a. Exchange of information concerning both force protection and security;
b. Nomination by the Allied Headquarters of VIPs likely to be subject to terrorist threat.

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 Estonian authorities.

ARTICLE 24
ARMS

1. Pursuant to the Agreement, Article VI, an Allied Headquarters shall make arrangements with the appropriate Estonian 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 Estonian 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. Estonian law shall apply to the possession, disposal and carriage of privately owned arms and ammunition.

ARTICLE 25
TRAFFIC REGULATIONS AND VEHICLES

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

2. Without prejudice to requests submitted under paragraph 3 of this Article, official motor vehicles and trailers, regardless of their type, of an Allied Headquarters shall be afforded the same exemptions from Estonian traffic regulations, other than regulations concerning the specifications on construction, design and equipment and the registration of such vehicles, as are afforded to Estonian Defence Forces.

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

4. Privately owned 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 vehicles and trailers in Estonia, taking at the same time due account of public safety and order.

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

ARTICLE 26
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 age requirement in Estonia. If so required by Estonian regulations, Estonia shall issue an Estonian driver’s licence, without additional tests, fees, or requesting the surrender or deposit of the original licence. Upon request of Estonia, the concerned Allied Headquarters shall provide an endorsement to confirm that an individual is an Allied Headquarters member or dependent.

2. Whilst in Estonia members and dependents who satisfy the age requirement in Estonia shall be permitted to obtain an Estonian driving license after complying with the appropriate Estonian regulations.

3. Subject to further arrangements, Estonia shall assist an Allied Headquarters in establishing and accrediting driver’s instructions, testing, and licenses in Estonia.

ARTICLE 27
REGISTRATION PLATES

1. Estonia shall register vehicles and issue registration plates for the official vehicles and trailers of an Allied Headquarters and of the members’ and their dependents’ privately owned 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 Estonia, be entitled to perform the registration of its official vehicles and trailers and of the members’ and their dependents’ privately owned vehicles and trailers, regardless of their type, taking due account of the following:

   a. Subject to detailed arrangements, vehicle registration information shall be fed into Estonian national registration system and registration plates shall be issued accordingly. Estonia shall facilitate the registration process;

   b. Before issuing any registration plate to privately owned vehicles and trailers, an Allied Headquarters shall ensure that Estonian requirements related to mandatory vehicle insurance, tax-exemptions, and customs clearance are met by the owner;

   c. An Allied Headquarters shall upon request inform Estonian customs and traffic authorities, if required, of all data related to import, customs clearance, and registration of official and privately owned vehicles and trailers.

3. If a Supreme Headquarters deems it essential for security reasons and as a force protection measure, Estonia shall issue cover registration plates to official vehicles and trailers, and privately owned vehicles and trailers, as requested by an Allied Headquarters. The use of cover registration plates shall not be understood as a voluntary waiver of the entitlements, privileges and immunities set up in Articles 7 and 16 of this Supplementary Agreement.

4. Registration and registration plates shall be provided free of charge for official vehicles and trailers, whereas Estonian registration of and issuance of registration plates for privately owned 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 28
MILITARY CLUBS, TRAVEL CONCESSIONS, AND SPORT FACILITIES

Estonia shall grant members and dependents access to military amenities and clubs, travel concessions and discounts, and sport facilities at the same costs and rates as those
available to members of the Estonian Defence Forces and their dependents.

ARTICLE 29
MEDICAL AND DENTAL SERVICES

Pursuant to the Agreement, Article IX, paragraph 5, Estonia shall permit members and their dependents to receive medical and dental care, including hospitalization, on terms established or to be agreed between Estonia and the Allied Headquarters or the sending States, as appropriate. Estonia shall take all necessary measures to ensure that procedural provisions exist to prevent delay or denial of such care by reason of lack of Estonian personal or identification number, registration or other proof of status normally used by Estonian citizens.

ARTICLE 30
EDUCATIONAL SERVICES

1. Members and their dependents shall be granted access to education and kindergartens, including Estonian language instruction, provided by Estonian authorities (including regional, municipal authorities and the like), under the same conditions and subject to the same course fees as applicable to comparable Estonian citizens.

2. Estonia shall facilitate 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 Estonia. This support includes assistance to achieve accreditation of such school by national and international agencies.

3. An Allied Headquarters in Estonia 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. Estonia shall recognize, validate, and certify diplomas issued by schools referred to in paragraphs 2 and 3 above, and shall permit transfer or transition to all Estonian education systems, from elementary through high-school/gymnasium to higher education/university.
ARTICLE 31
WELFARE SERVICES

1. Morale and Welfare programmes established by the Allied Headquarters in accordance with NATO regulations, and by national support units, are authorised to engage the Headquarters’ members and dependents in support of such programmes subject to reimbursement of their associated costs and against honorarium. Such engagement does not amount to or correspond to employment, and the engagement shall, irrespective of nationality of the persons so engaged, not be subject to Estonian laws relative to labour, employment, social contributions etc., and the reimbursements and/or honorarium shall be exempt from any Estonian taxation.

2. In case a member dies or leaves Estonia 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 Estonia. Upon request of an Allied Headquarters, Estonia 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 Estonian 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 32
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 disputes or issues arising out of the execution of this Supplementary Agreement between an Allied Headquarters and Estonia shall be settled by negotiations at the lowest level possible and without recourse to any legal or administrative proceedings, before being referred to the Parties. The Parties agree to jointly resolve any differences between them relating to the interpretation or application of this Supplementary Agreement without recourse to any outside legal or administrative proceedings or jurisdiction.
ARTICLE 33
DURATION AND TERMINATION

1. The Parties shall notify each other in writing when all their procedures required for the entry into force of this Supplementary Agreement have been fulfilled. This Supplementary Agreement shall enter into force on the date of receipt of the last notification.

2. This Supplementary Agreement shall remain in force irrespective of the permanent presence of an Allied Headquarters in Estonian territory.

3. This Supplementary Agreement may be amended at any time by written agreement of the Parties.

4. This Supplementary Agreement may be terminated by either Parties after having been in force for two years, and shall remain in force two years after notice of the termination is received by either of the Parties.

5. Regardless of the above, this Supplementary Agreement shall remain in force for two years from Estonia’s effective denunciation and withdrawal from the Protocol.

6. Without prejudice to the Agreement, Article XV, and the Protocol, Article 16, and subject to the provisions of paragraph 7 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 Estonia so that any desirable changes may be made in the application of this Supplementary Agreement. Moreover, Article 3, paragraph 2, shall not apply to relocations determined necessary by Estonia under such circumstances.

7. 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 32, 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.
Done in three copies, in the English language.

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

For the Republic of Estonia

_______________________________________
Urmas Reinsalu
Minister of Defence of the Republic of Estonia

On 25.10.2012

For the Supreme Headquarters Allied Powers Europe

_______________________________________
Admiral James Stavridis
Supreme Allied Commander Europe

On 27.08.2012

For Headquarters, Supreme Allied Commander Transformation

_______________________________________
General Mieczyslaw Bieniek
Deputy Supreme Allied Commander Transformation

On 22.10.2012
1. Subject to the control, use and disposal set forth in this Supplementary Agreement and without prejudice to the privileges granted under the 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 16, 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 vehicles etc. as follows:

(1) Personal effects and furniture: During the six months subsequent to their arrival, or if they arrive unaccompanied, the six months subsequent to the arrival of their last dependent(s), entitled members and their dependents may import their personal effects and furniture free of taxes for their personal use for the term of such service. After the expiration of the six-month period, they may also import 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, lost or destroyed personal effects or furniture that was previously imported tax-free. Such items, to include other personal effects acquired during the period of NATO service, may also be re-exported tax-free.

(2) Privately owned vehicles (to include motor cycles, caravans): Entitled members may for the term of their service import their private vehicles for the personal use of themselves and their dependents, regardless their type, free of taxes. The definition of motor cycles will follow Estonian legislation.

(3) Recreational crafts (as defined as such under Estonian 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 taxes, as part of their personal effects and furniture and for the personal use of themselves and their dependents.

(4) Receiving parcels from their sending State through the sending State’s or Allied Headquarters’ or Estonian postal systems free of all taxes provided the contents are for the personal use of themselves and their dependents.
b. Entitled members and their dependents may purchase the items identified below in Estonia free of taxes. Estonian taxes on such purchases shall be either waived or reimbursed in a procedure to be established by Estonia:

(1) Personal effects for their personal use in their daily household, when the total value of the goods according to one invoice exceeds a sum provided in Estonian legislation. A detailed list of effects is established in the attachment to this Annex.

(2) Privately owned vehicles: One privately owned vehicle per person in the household above the driving age in Estonia at any one time.

(3) Recreation and camper vans: One recreation or camper van per entitled member at any one time.

(4) Caravans: One caravan per entitled member at any one time.

(5) Trailers: One trailer per entitled member at any one time.

(6) Motor cycles (as defined in Estonian legislation): One motor cycle per person in the household above the driving age in Estonia at any one time.

(7) Recreational crafts (as defined in Estonian legislation): One recreational craft per entitled member at any one time.

c. Only entitled members may purchase rationed items in Allied Headquarters canteens and in amounts to be agreed between the Supreme Headquarters and the Ministry of Defence of the Republic of Estonia. Purchase of tobacco and alcohol in Allied Headquarters canteens shall be subject to such rationing.

2. Tax exemptions on importation or purchase of privately owned vehicles, recreation and camper vans, caravans, trailers, motor cycles, and pleasure boats are granted up to three (3) months before an entitled member enters Estonia. Such exemptions shall only be permitted during the last six month of a planned tour of duty with the motivated endorsement of the sending State or Allied Headquarters, as appropriate.

3. Members are exempt from taxes on petrol and fuels for privately owned vehicles and motor cycles is limited to 100-400 litres per month, depending on the engine size of the registered vehicle or motor cycle, and the distance between home / work of the member.
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.
ATTACHMENT TO THE ANNEX TO AGREEMENT BETWEEN THE REPUBLIC OF ESTONIA AND THE SUPREME HEADQUARTERS ALLIED POWERS EUROPE AND HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION TO SUPPLEMENT THE PARIS PROTOCOL

Durable goods for the use in the personal household or for the personal use of the entitled person (including kitchen and household utensils/crockery, furniture (in- and outdoor), curtains and widow treatments, bed linen, table cloth, personal clothes, bicycles) are with the exceptions below exempt from taxes.

Not exempt are:

1) Services (of any kind), non-durable and consumable goods such as food stuff (including beverages, tobacco, maintenance products) and utilities (water, gas, electricity etc.).

2) Items which become:
   a. Fitted to the structure of a building (such as fitted kitchen, bathroom and similar furniture);
   b. Otherwise are fitted for or permanently fitted to a house (fitted carpets or flooring; alarms and safety systems; fitted ornamentation such as moulding, frames), or form part of a private property (such as garage, swimming pool (in ground or separate);
   c. Garden fixtures (sheds, gates, greenhouse, fence, stakes, animal niches/shelters).

3) Sports articles and equipment, fitness articles, camping and leisure articles (including suitcases and trolleys); travel tickets.

4) Cultural Goods, as defined by Estonian legislation.

5) Luxury items (gold, silver, gilded, silver plated, platinised items/utensils, gems/jewels, fur)

6) All electronic equipment (including software, computer parts, movies, music, games, consoles, photographic, cinematographic, video, projection, laboratory, copying, relaxation equipment, personal care equipment) **other than:**
   a. Functional electrical household appliances (kitchen, laundry, cleaner, lawn movers, light fixtures);
   b. Personal computers/screens (and any software bought with the PC);
   c. Television, radio, CD players, hi-fi, DVD, and video equipment.
7) Musical instruments and books.

8) Tools (including do-it-yourself tools, equipment, and materials; garden tools and utensils).

9) Children’s’ toys.

10) Personal items such for health or hygiene (including toothbrush, glasses, contact lenses, medical equipment).

11) Vehicle fittings, tackles, or other additional equipment where such is not included in the original purchase of the vehicle; vehicle spare parts and maintenance; unregistered trailers and quads.