

**AGREEMENT ON DEFENSE COOPERATION
BETWEEN
THE GOVERNMENT OF
THE KINGDOM OF SWEDEN
AND
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA**

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The Government of the Kingdom of Sweden (“Sweden”) and the Government of the United States of America (the “United States”), hereinafter referred to collectively as “the Parties” and individually as a “Party”;

Cognizant of the rights and obligations deriving from the North Atlantic Treaty, done at Washington on April 4, 1949;

Recognizing the need to enhance their common security, to contribute to international peace and stability, to deepen cooperation in the areas of defense and security, and develop their individual and collective capacity to resist armed attacks, in accordance with international law, having in particular regard to the Charter of the United Nations, done at San Francisco on June 26, 1945, and the North Atlantic Treaty, done at Washington on April 4, 1949;

Considering that United States (“U.S.”) forces, their dependents, and U.S. contractors are present in the territory of Sweden with the consent of Sweden and that the purpose of such presence of U.S. forces is to further the efforts of the Parties to promote peace and security in the areas of mutual interest and benefit and to take part in common defense efforts;

Acknowledging that the presence of U.S. forces contributes to strengthening the security and stability of Sweden and the region;

Desiring to share in the responsibility of supporting those U.S. forces that may be present in the territory of Sweden in an equitable and sustainable manner;

Recognizing the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, signed at London June 19, 1951 (the “NATO SOFA”), which entered into force August 23, 1953, and the Agreement Among the States Parties to the North Atlantic Treaty and other States Participating in the Partnership for Peace Regarding the Status of their Forces, signed at Brussels, June 19, 1995, including provisions therein regarding separate arrangements supplementary to those Agreements;

Recognizing the Acquisition and Cross Servicing Agreement Between the Swedish Armed Forces of the Kingdom of Sweden and the Department of Defense of the United States of America, signed at Stockholm and Stuttgart May 30 and June 2, 2017 (the “ACSA”), which entered into force June 2, 2017;

Recognizing the Agreement Between the Government of Sweden and the Government of the United States of America concerning General Security of Military Information, effected by exchange of notes at Washington December 4 and 23, 1981 (the “Information Security Agreement”), which entered into force December 23, 1981; and

Desiring to conclude an agreement on the enhanced cooperation between Sweden and the United States;

Have agreed as follows:

ARTICLE 1
SCOPE AND PURPOSE

1. In accordance with international law and with Swedish consent, this Agreement sets forth the framework for enhanced defense and security cooperation between Sweden and the United States and supplements the terms and conditions set forth in the NATO SOFA that govern the presence of U.S. forces and their dependents in the territory of Sweden and, in specific situations indicated herein, the presence and activities of U.S. contractors in the territory of Sweden.

2. All activities under this Agreement shall be conducted with full respect for the sovereignty, laws, and international legal obligations of Sweden, including with regard to the stockpiling of certain types of weapons on Swedish territory.

ARTICLE 2 DEFINITIONS

For purposes of this Agreement, the following terms are hereunder defined:

1. "U.S. forces" means the entity comprising the force and the civilian component, and all property, official U.S. information, equipment, and materiel (including vehicles, vessels, and aircraft operated by or for the United States) of the U.S. Armed Forces present in the territory of Sweden.
2. "Force" has the meaning set forth in Article I, Paragraph 1(a), of the NATO SOFA.
3. Except as otherwise provided in Article 15 of this Agreement, "civilian component" has the meaning set forth in Article I, Paragraph 1(b), of the NATO SOFA, and also includes:
 - a) employees of non-Swedish, non-commercial organizations who are nationals of the United States of America or ordinarily resident in the territory of the United States and who are not ordinarily resident in the territory of Sweden, and who, solely for the purpose of contributing to the welfare, morale, or education of U.S. forces, are accompanying those forces in the territory of Sweden; and
 - b) dependents employed by U.S. forces, including for the purposes of the military service activities contemplated in Articles 21 and 22 of this Agreement, and by the non-commercial organizations referred to in this Paragraph.
4. "U.S. contractors" means legal entities that are not incorporated nor ordinarily domiciled in the territory of Sweden under Swedish law, including their employees who are not nationals of Sweden nor ordinarily resident in the territory of Sweden, and individuals who are not nationals of Sweden nor ordinarily resident in the territory of Sweden, when those entities or individuals are present in the territory of Sweden under a contract or subcontract with the U.S. Department of Defense to supply goods and services in connection with activities under this Agreement.
5. "Swedish contractors" means legal entities that are incorporated or ordinarily domiciled in the territory of Sweden under Swedish law, including their employees, employees of U.S. contractors who are nationals of Sweden or ordinarily resident in the territory of Sweden, and individuals who are nationals of Sweden or ordinarily resident in the territory of Sweden, when those entities or individuals are present in the territory of Sweden under a contract or subcontract with the U.S. Department of Defense to supply goods and services in connection with activities under this Agreement.
6. "Dependent" has the meaning set forth in Article I, Paragraph 1(c), of the NATO SOFA, and also includes a family member of a member of the force or the civilian component who:
 - a) is financially, legally, or for reasons of health dependent upon and supported by such a member;

b) shares the quarters occupied by such a member; and

c) is present in the territory of Sweden with the consent of the authorities of the force.

7. "Agreed Facilities and Areas" means the facilities and areas in the territory of Sweden listed in Annex A to this Agreement that are used with the consent of Sweden by U.S. forces, U.S. contractors, Swedish contractors, dependents, and others as mutually agreed.

8. "Executive Agent" means the U.S. Department of Defense for the United States and the Swedish Ministry of Defence for Sweden, or their respective designees.

9. "Official U.S. information" means information that is owned by, produced for or by, or is subject to the control of the United States, including when such information is under the day-to-day control or usage of a contractor on behalf of the U.S. Government.

ARTICLE 3
ACCESS TO AND USE OF AGREED FACILITIES AND AREAS

1. U.S. forces, U.S. contractors, Swedish contractors, dependents, and others as mutually agreed are authorized unimpeded access to and use of Agreed Facilities and Areas for visits; training; exercises; maneuvers; transit; support and related activities; refueling of aircraft; bunkering of vessels; landing and recovery of aircraft; temporary maintenance of vehicles, vessels, and aircraft; accommodation of personnel; communications; staging and deploying of forces and materiel; pre-positioning of equipment, supplies, and materiel; security assistance and cooperation activities; joint and combined training activities; humanitarian and disaster relief activities; contingency operations; construction in support of mutually agreed activities; and such other purposes as the Parties or their Executive Agents may agree, including those undertaken in the framework of the North Atlantic Treaty. The Parties shall have joint access to and use of Agreed Facilities and Areas except for any portions thereof specifically designated by the Parties or their Executive Agents for the exclusive access and use of U.S. forces.
2. In furtherance of such activities and purposes, Sweden authorizes U.S. forces to control entry to portions of Agreed Facilities and Areas that have been provided for exclusive use by U.S. forces, and to coordinate entry with Swedish authorities at Agreed Facilities and Areas jointly used by U.S. forces and the Swedish Armed Forces, for purposes of safety and security.
3. When requested, the Swedish Executive Agent shall make reasonable efforts to facilitate temporary access to and use of private land and facilities (including roads, ports, and airfields), and public land and facilities (including roads, ports, and airfields) that are not a part of an Agreed Facility and Area, including those owned or controlled by Sweden or by local authorities, by U.S. forces, U.S. contractors, and Swedish contractors for use in support of U.S. forces. U.S. forces, U.S. contractors, or Swedish contractors shall not bear the cost of such facilitation.
4. The Parties shall give due regard to operational and security concerns in the use of Agreed Facilities and Areas.
5. Sweden shall furnish, without rental or similar costs to U.S. forces, all Agreed Facilities and Areas, including those jointly used by U.S. forces and the Swedish Armed Forces.
6. In coordination with the Swedish Executive Agent, U.S. forces, U.S. contractors, and Swedish contractors may undertake construction activities on, and make alterations and improvements to, Agreed Facilities and Areas in furtherance of the activities and purposes set forth in Paragraph 1 of this Article. U.S. forces shall consult with the competent authorities of Sweden on issues regarding construction, alterations, and improvements based on the Parties' shared intent that the technical requirements and construction standards of any such projects undertaken by or on behalf of U.S. forces should be consistent with the requirements and standards of both Parties. The Parties intend to implement this Paragraph in accordance with mutually determined procedures. U.S. forces may carry out such construction, alterations, and improvements using its own equipment and personnel.

7. U.S. forces shall be responsible for the construction and development costs for Agreed Facilities and Areas provided for the exclusive use of U.S. forces, and for the operations and maintenance costs thereof, unless otherwise provided for in a separate arrangement or international agreement between the Parties.

8. The Parties shall be responsible on the basis of proportionate use for the construction and development costs and operations and maintenance costs of Agreed Facilities and Areas provided for joint use, or otherwise used jointly by U.S. forces and the Swedish Armed Forces, unless otherwise provided for in a separate arrangement or international agreement between the Parties.

9. Funding of construction projects undertaken by U.S. forces shall be in accordance with U.S. laws and regulations.

10. The Swedish Executive Agent shall facilitate the efforts of U.S. forces under this Article by obtaining the necessary Swedish authorizations and permits for such construction, alterations, and improvements, performed by or on behalf of U.S. forces. Such authorizations and permits shall be issued without cost to U.S. forces, U.S. contractors, or Swedish contractors.

11. The Parties shall cooperate on planning regarding the use and development at, around, and adjacent to Agreed Facilities and Areas to ensure the implementation of this Agreement over the long term.

ARTICLE 4
PREPOSITIONING OF DEFENSE EQUIPMENT,
SUPPLIES, AND MATERIEL

1. U.S. forces may transport, preposition, and store defense equipment, supplies, and materiel (“prepositioned materiel”) at Agreed Facilities and Areas, and at other locations as mutually agreed. U.S. forces shall notify, in advance, the Swedish Armed Forces regarding the types, quantities, and delivery schedules of such prepositioned materiel that U.S. forces intend to transport or preposition in the territory of Sweden, as well as regarding U.S. contractors and Swedish contractors who make such deliveries.

2. The prepositioned materiel of U.S. forces and the facilities or portions thereof designated for storage of such prepositioned materiel shall be for the exclusive use of U.S. forces. U.S. forces shall have exclusive control over the access to, use of, and disposition of such prepositioned materiel and shall have the unencumbered right to remove such prepositioned materiel at any time from the territory of Sweden.

3. U.S. forces, U.S. contractors, and Swedish contractors shall have unimpeded access to and use of storage facilities for all matters related to the prepositioning and storage of prepositioned materiel, including delivery, management, inspection, use, maintenance, and removal of such prepositioned materiel, regardless of whether these storage facilities are Agreed Facilities and Areas. Aircraft, vehicles, and vessels operated by or for U.S. forces shall have access to aerial ports and seaports of Sweden and other locations, as agreed, for the delivery to, storage and maintenance in, and removal from the territory of Sweden of U.S. forces’ prepositioned materiel.

4. The Parties or their Executive Agents shall consult as necessary on activities pursuant to this Article.

ARTICLE 5
PROPERTY OWNERSHIP

1. All buildings, non-relocatable structures, and assemblies affixed to the land in Agreed Facilities and Areas, including those altered or improved by U.S. forces, shall remain the property of Sweden. All such buildings, structures, and assemblies constructed by U.S. forces shall become the property of Sweden, once constructed, but shall be used by U.S. forces until no longer needed by U.S. forces.
2. U.S. forces shall return as the sole and unencumbered property of Sweden any Agreed Facility or Area, or any portion thereof, including buildings, non-relocatable structures, and assemblies constructed by U.S. forces once no longer used by U.S. forces, provided that the United States shall incur no expense to do so. The Parties or their Executive Agents shall consult regarding the terms of return of any Agreed Facility or Area, including possible compensation for the residual value of improvements or construction made by the United States.
3. U.S. forces, U.S. contractors, and Swedish contractors shall retain title to all goods, equipment, materiel, supplies, relocatable structures, and other movable property they have imported into or acquired within the territory of Sweden in connection with this Agreement unless and until such time as they surrender title.
4. The Parties or their designees may consult regarding the possible transfer or purchase of U.S. forces' equipment determined to be excess to the needs of the United States, as may be authorized by U.S. laws and regulations.

ARTICLE 6 SECURITY

1. Understanding that Sweden has overall responsibility for security in its territory, Sweden shall take such measures as are necessary to ensure the protection, safety, and security of U.S. forces, U.S. contractors, Swedish contractors, dependents, and prepositioned materiel. In furtherance of this responsibility, Swedish and U.S. forces authorities shall cooperate closely to ensure that security and protection is provided.

2. Consistent with Article 7, Paragraph 10 of the NATO SOFA, Sweden authorizes U.S. forces to exercise the rights and authorities necessary for U.S. forces' use, operation, defense, or control of Agreed Facilities and Areas, by taking necessary and proportionate measures, including measures to maintain or restore order and to protect U.S. forces, U.S. contractors, Swedish contractors, and dependents within or in the immediate vicinity of Agreed Facilities and Areas. U.S. forces shall coordinate security plans with the appropriate authorities of Sweden.

3. In extraordinary circumstances, in accordance with mutually approved security plans, U.S. forces may take necessary and proportionate measures beyond the immediate vicinity of Agreed Facilities and Areas to maintain or restore the security, defense, and continuity of operations of U.S. forces.

ARTICLE 7
ENTRY AND EXIT

1. Sweden shall not require countersignature of movement orders under Article III, Paragraph 2(b), of the NATO SOFA.
2. In accordance with the NATO SOFA, Sweden shall not require passports or visas for entry into and departures from the territory of Sweden for members of the force holding the required personal identity card and a valid movement order. Further, Sweden shall not require visas for entry into and departure from the territory of Sweden for members of the civilian component, dependents, and U.S. contractors holding a valid passport and a U.S. Department of Defense identification card, movement order, or letter of authorization issued by the competent authority of the United States. Swedish authorities shall make any annotations required by Swedish law in the passports of members of the civilian component, U.S. contractors, and dependents.
3. U.S. forces, U.S. contractors, and dependents shall be exempt from regulations governing the registration and control of aliens.
4. Should a member of the U.S. forces die or leave the territory of Sweden on transfer, the dependents of such member shall continue to be accorded the status of dependents under this Agreement for a period of ninety (90) days after such death or transfer. In cases where dependent children are enrolled in education facilities in the territory of Sweden prior to the member's death or transfer, the dependents shall continue to be accorded the status of dependents for a period of not less than thirty (30) calendar days after the end of the school year or termination of enrollment.

ARTICLE 8
LOGISTICS SUPPORT

1. Sweden shall use best efforts, considering its internal national requirements and available capabilities, to provide to U.S. forces, upon request, logistics support to conduct activities under this Agreement.
2. As appropriate, such logistics support shall be provided and reimbursement made in accordance with existing agreements or arrangements, including the ACSA, unless otherwise mutually agreed.
3. For any logistics support not addressed by Paragraph 2 of this Article, U.S. forces, U.S. contractors, and Swedish contractors shall pay reasonable costs for logistics support requested and received in connection with activities under this Agreement unless otherwise mutually determined. To this end, Sweden shall accord to U.S. forces, U.S. contractors, and Swedish contractors, treatment no less favorable than is accorded to the Swedish Armed Forces, including by charging U.S. forces, U.S. contractors, and Swedish contractors rates no less favorable than those paid by the Swedish Armed Forces for similar logistics support. Any such charges shall be without taxes, fees, and similar charges, consistent with Article 16 of this Agreement.

ARTICLE 9
MOTOR VEHICLES

1. Swedish authorities shall honor the valid registration, inspection, and licensing by U.S. military authorities and civilian authorities of the United States, its States, or political subdivisions, of motor vehicles and trailers of U.S. forces, U.S. contractors, and dependents. Upon the request of U.S. forces authorities, Swedish authorities shall issue without charge any documents and vehicle markings normally required to operate motor vehicles and trailers in the territory of Sweden. Such vehicle markings for private motor vehicles and trailers of the members of the U.S. forces, U.S. contractors, and dependents shall be indistinguishable from those issued to the Swedish population at large.
2. Upon the request of U.S. forces authorities, Swedish authorities shall issue without charge military license plates for U.S. forces' official, non-tactical motor vehicles and trailers in accordance with procedures established for the Swedish Armed Forces, and license plates that are indistinguishable from those issued to the Swedish population at large for private motor vehicles and trailers of the members of the U.S. forces, U.S. contractors, and dependents.
3. U.S. forces authorities shall provide the relevant Swedish authorities with the information necessary for issuing documents, vehicle markings, and license plates, as appropriate, in accordance with Paragraphs 1 and 2 of this Article. Such information shall be safeguarded by Swedish authorities and not be subject to public disclosure, without prior consultation with U.S. forces authorities.
4. U.S. forces authorities shall take adequate safety measures with respect to motor vehicles and trailers registered and licensed by them or used by U.S. forces in the territory of Sweden.
5. It is the duty of members of the U.S. forces, U.S. contractors, and dependents to maintain the adequate safety of their privately-owned and operated motor vehicles and trailers operated in the territory of Sweden. To this end, such motor vehicles and trailers registered in the territory of Sweden shall be subject to applicable periodic technical inspections in accordance with mutually determined procedures.

ARTICLE 10 LICENSES

1. A license or other permit issued by U.S. authorities to a member of the U.S. forces or a U.S. contractor, empowering the holder to operate vehicles, vessels, or aircraft of the force shall be valid for such operation within the territory of Sweden.

2. Swedish authorities shall accept as valid, without a driving test or fee, driving licenses issued by the United States, its States, or political subdivisions for the operation of private motor vehicles by members of the U.S. forces and their dependents, and U.S. contractors provided the holder of the driver's license is eighteen (18) years of age or older. International drivers' licenses shall not be required.

3. Sweden shall not require members of the U.S. forces or U.S. contractors to obtain professional licenses issued by Sweden in relation to the provision of services provided as part of their official or contractual duties to U.S. forces and their dependents, or to U.S. contractors, as well as to other persons as mutually determined, provided they hold a valid U.S. professional license, a professional license from a Member State of the European Economic Area, or other adequate professional qualifications accepted by U.S. authorities.

ARTICLE 11
MOVEMENT OF AIRCRAFT, VESSELS, AND VEHICLES

1. Aircraft, vessels, and vehicles operated by or exclusively for U.S. forces may enter, exit, and move freely within the territory of Sweden with respect for the relevant rules of air, maritime, and land safety, and movement, including applicable procedures. Such aircraft, vessels, and vehicles shall be free from boarding and inspection without the consent of the United States.
2. Aircraft operated by or exclusively for U.S. forces shall be authorized to over-fly, conduct aerial refueling, land, and take off within the territory of Sweden. Such aircraft shall not be subject to air navigation fees, dues, or other charges such as overflight, en route, or terminal navigation fees, and shall not be subject to landing or parking fees at government-owned and operated airfields in the territory of Sweden.
3. Vessels operated by or exclusively for U.S. forces shall not be subject to payment of pilotage or port fees, lighterage charges, harbor dues, or similar charges at government-owned and operated ports in the territory of Sweden.
4. U.S. forces, U.S. contractors, and Swedish contractors operating on behalf of U.S. forces shall pay reasonable charges for services requested and received, at rates no less favorable than those paid by the Swedish Armed Forces. Any such charges shall be without taxes, fees, and similar charges, consistent with Article 16 of this Agreement.

ARTICLE 12 CRIMINAL JURISDICTION

1. Sweden recognizes the particular importance of U.S. forces authorities' disciplinary control over members of the U.S. forces and the effect that such control has on operational readiness. Therefore, at the request of the United States and in furtherance of its commitment to mutual defense, Sweden hereby exercises its sovereign discretion to waive its primary right to exercise criminal jurisdiction over members of the U.S. forces as provided by Article VII, Paragraph 3(c), of the NATO SOFA. In specific cases of particular importance to Sweden, Swedish authorities may withdraw the waiver by providing a statement in writing to the competent U.S. forces authorities not later than thirty (30) days after receipt of the notification described in Paragraph 2 of this Article.
2. Subject to any particular arrangements that may be made for minor offenses, U.S. forces shall notify the Swedish authorities of each case falling under the provisions of Paragraph 1 of this Article.
3. Whenever a member of the U.S. forces, or a dependent, is prosecuted by Swedish authorities, jurisdiction shall be exercised by Swedish civilian courts of ordinary jurisdiction.
4. Members of the U.S. forces and dependents shall not be tried *in absentia* without their consent, unless they have wrongfully avoided appearance before the court after properly receiving notice of the date of trial and, in the case of a member of the U.S. forces, they have improperly absented themselves from U.S. forces authorities.
5. For purposes of determining whether an alleged criminal offense has arisen out of any act or omission done in the performance of official duty by a member of the U.S. forces under Article VII, Subparagraph 3(a)(ii), of the NATO SOFA, certification by the appropriate U.S. forces authority in the territory of Sweden that such act or omission was done in the performance of official duty shall constitute conclusive proof of the fact. In those cases where Swedish authorities believe the circumstances of the case require review of the duty certification, U.S. and Swedish authorities shall consult immediately. U.S. authorities shall take full account of any information that Swedish authorities present bearing on the duty certification. Swedish authorities retain the option of requesting confirmation of the certification from the next higher U.S. military echelon.
6. Recognizing that Sweden has the right to take appropriate investigatory measures regarding alleged offences, the competent authorities of the Parties shall cooperate in the carrying out of all necessary investigations into alleged offenses, as referred to in Article VII, Paragraph 6(a) of the NATO SOFA.

ARTICLE 13 CUSTODY AND ACCESS

1. Swedish authorities shall notify U.S. forces authorities immediately when a member of the U.S. forces, or a dependent, is arrested or detained by Swedish authorities. U.S. forces authorities shall have prompt access, in coordination with Swedish authorities, to any such individual whenever requested, and shall be permitted to be present during all proceedings, including interrogations of such member or dependent by Swedish authorities.

2. A member of the U.S. forces or a dependent under investigation or pending trial by Swedish authorities shall remain or be placed under the control of U.S. forces authorities, if such authorities so request, until the conclusion of all related judicial proceedings (including appellate proceedings). In such cases, U.S. forces authorities shall ensure the appearance at such proceedings of the member of the force. U.S. forces authorities shall only request that a member of the civilian component or a dependent remain under the control of or be handed over to U.S. forces authorities if those authorities are able to ensure the appearance of the requested person at the proceedings. U.S. forces authorities shall give sympathetic consideration to a request by Swedish authorities for control of a member of the U.S. forces or a dependent until the conclusion of all judicial proceedings. In the event Swedish judicial proceedings are not completed within one (1) year of their commencement, U.S. forces authorities shall be relieved of any obligations under this Paragraph. This period of time may be extended by six (6) months as agreed to by U.S. forces authorities and appropriate Swedish authorities. Such an extension shall be agreed to unless this jeopardizes the defendant's right to a speedy trial. Any further extensions shall be by mutual agreement.

3. Any period of time spent in restraint exercised by Swedish authorities or custody exercised by U.S. forces authorities shall be credited against any sentence to confinement eventually adjudged in the same case.

4. Except as otherwise agreed by the Parties, confinement imposed by a Swedish court upon a member of the U.S. forces, or a dependent, shall be served in one or more Swedish penal institutions designated for such purposes by the Parties. In coordination with Swedish authorities, U.S. forces authorities shall be permitted to visit such persons outside of regular visiting hours and to provide such persons with assistance, including for their health, welfare, and morale, such as clothing, food, bedding, medical and dental care, and religious counseling. In coordination with Swedish authorities, family members shall be permitted to visit such persons in accordance with regular visiting hours and as also may be agreed by special arrangement, and to provide such persons with assistance, including for their health, welfare, and morale, such as clothing, food, bedding, medical and dental care, and religious counseling.

ARTICLE 14
DISCIPLINE

1. U.S. forces authorities shall be responsible for the maintenance of discipline and order over U.S. forces and may, for this purpose, establish military police units in the Agreed Facilities and Areas where U.S. forces are located. U.S. forces authorities may also authorize the use of such units in communities near military facilities and areas where U.S. forces are located, in accordance with mutually determined procedures and in coordination with Swedish officials.

2. The appropriate authorities of the Parties shall coordinate concerning the policing of jointly used Agreed Facilities and Areas.

ARTICLE 15 CLAIMS

1. Members of the U.S. forces, including the civilian component, shall not be subject to any proceedings for civil claims or administrative penalties arising out of acts or omissions attributable to such persons done in the performance of their official duties. Such claims may be presented to the appropriate Swedish authorities and processed according to the provisions contained in Article VIII of the NATO SOFA.
2. For purposes of this Article, the term “civilian component” shall include all persons, regardless of their nationality or place of residence, who are U.S. Government employees acting in the performance of official duty as assigned by U.S. forces, but shall not include U.S. contractors, Swedish contractors, and employees of those contractors or of non-commercial organizations, regardless of their nationality or place of residence.
3. For purposes of determining whether potential civil liability has arisen out of any act or omission done in the performance of official duty under Article VIII of the NATO SOFA by a member of the U.S. forces, including the civilian component, certification to the Swedish Executive Agent by the appropriate U.S. forces authority that such act or omission was done in the performance of official duty shall constitute conclusive proof of the fact. In those cases where Swedish authorities believe the circumstances of the case require review of the duty certification, U.S. and Swedish authorities shall consult immediately. Swedish authorities may present any information bearing on the duty certification to U.S. authorities and U.S. authorities shall take full account of such information. Swedish authorities retain the option of requesting confirmation of the certification from the next higher U.S. military echelon.
4. Members of the U.S. forces, including the civilian component, shall not suffer default judgments or actions prejudicial to their interests when official duties or duly authorized absences temporarily prevent their attendance at non-criminal proceedings.

ARTICLE 16
OFFICIAL TAX EXEMPTIONS

1. With respect to value added taxes (“VAT”), sales taxes, use taxes, excise taxes, or similar or successor taxes, an exemption shall apply to acquisitions by, or for, U.S. forces of goods, materiel, supplies, services, equipment, and other property, including when it is to be consumed in the performance of a contract with, or on behalf of, U.S. forces or to be incorporated into articles or facilities that are to be used by U.S. forces. U.S. forces shall provide to competent Swedish authorities an appropriate certification that such goods, materiel, supplies, services, equipment, and other property are for U.S. forces.

2. The exemption shall be applied to acquisitions referred to in Paragraph 1 of this Article in accordance with mutually determined procedures. To the extent feasible, such exemptions shall be applied at the point of purchase, provided the transaction is accompanied by the appropriate certification referred to in Paragraph 1 of this Article. In all other cases, including where the vendor is not willing or able to provide such point of purchase exemption, the exemption shall be granted by reimbursement within thirty (30) days of receipt of a request. The exemption from excise taxes shall be applied at the point of purchase only if the goods, supplies, equipment, and other property are acquired from a tax warehouse, directly from the Swedish Armed Forces, or as mutually determined.

ARTICLE 17
PERSONAL TAX EXEMPTIONS

1. Members of the U.S. forces and dependents shall not be liable to pay any tax, fee, license charge, or similar charges, including VAT, in the territory of Sweden on the purchase, ownership, possession, use, transfer between themselves, or transfer in connection with death, of their tangible movable property imported into the territory of Sweden or acquired there for their own personal use. The exemption shall be applied in accordance with mutually determined procedures. Any reimbursement shall be provided within thirty (30) days of a receipt of a request. Such goods may not exceed reasonable amounts for personal use and must not indicate, by their nature or quantity, that the goods are being purchased for commercial reasons. Members of the U.S. forces and dependents who possess or use sound and television broadcast receiving apparatus and Internet-capable devices in the territory of Sweden shall be exempt from taxes, fees, license charges, or similar charges related to such use or possession. Motor vehicles owned by members of the U.S. forces and dependents shall be exempt from Swedish road taxes, registration or license fees, and similar charges, but not from the payment of tolls for the use of roads, bridges, and tunnels paid by members of the general public.

2. The exemption from taxes on income provided by Article X of the NATO SOFA shall also apply to individuals who are neither Swedish nationals, nor ordinarily resident in the territory of Sweden, in relation to:

- a) income received by members of the U.S. forces, dependents, and employees of U.S. contractors from employment with the organizations referred to in Article 2, Paragraph 3, of this Agreement, and activities addressed in Articles 21 and 22 of this Agreement;
- b) income received by members of the U.S. forces or dependents from the U.S. Government, or any individual, corporation, or entity other than Swedish individuals, corporations, or entities residing in the territory of Sweden for tax purposes; and
- c) salaries, wages, and other similar remuneration received by employees of U.S. contractors from employment under a contract or subcontract for U.S. forces, as well as income received by such employees from any individual, corporation, or entity other than Swedish individuals, corporations, or entities residing in the territory of Sweden for tax purposes.

For the purposes of this Paragraph, a member of the force or dependent who is a national of both Sweden and the United States, shall be considered as a national of only the United States.

3. The provisions of Swedish laws and regulations pertaining to the obligation of an employer or self-employed individual to withhold or prepay income taxes shall not be applicable to income exempt from taxation in the territory of Sweden under this Agreement.

4. The provisions of Swedish laws and regulations pertaining to social security shall not be applicable to income exempt from taxation in the territory of Sweden under this Agreement with

regard to individuals who are not ordinarily resident in the territory of Sweden, European Union Member States or European Free Trade Association States.

5. The appropriate authorities of the Parties shall work together to safeguard against abuse of the exemptions within this Article.

ARTICLE 18
OFFICIAL IMPORTATION AND EXPORTATION

1. With reference to Article XI of the NATO SOFA, goods, materiel, supplies, equipment, and other property imported (a) by U.S. forces; or (b) for the ultimate use by, or for, U.S. forces shall be permitted entry into the territory of Sweden. Imports for the ultimate use by, or for, U.S. forces includes those to support military service activities provided for in Articles 21 and 22 of this Agreement and those used or consumed in the performance of a contract with, or on behalf of, U.S. forces or to be incorporated into articles or facilities used by U.S. forces. Imports under this Article shall be free from duties, import or registration fees, and other similar charges, including but not limited to use taxes, excise taxes, and VAT.
2. The exportation from the territory of Sweden of the goods, materiel, supplies, equipment, and other property referred to in Paragraph 1 of this Article shall be exempt from Swedish duties.
3. The Parties shall cooperate as necessary to ensure that the quantities of goods, materiel, supplies, equipment, and other property imported are reasonable. U.S. forces shall provide Swedish authorities an appropriate certificate, as provided for in Article XI, Paragraph 4 of the NATO SOFA, that such goods, materiel, supplies, equipment, and other property qualify for the exemption under the terms of this Article. Deposit of the certificate shall be accepted in lieu of a customs inspection by Swedish authorities of the items imported and exported by or for U.S. forces under this Article. When goods, materiel, supplies, equipment, and other property are imported by U.S. contactors or Swedish contractors under the terms of this Article, U.S. forces shall require the contractors to use the items exclusively for the execution of U.S. forces' contracts.
4. The goods, materiel, supplies, equipment, and other property referred to in Paragraph 1 of this Article shall be exempt from any tax or other charge that would otherwise be assessed upon such property after its importation or acquisition.

ARTICLE 19
PERSONAL IMPORTATION AND EXPORTATION

1. Members of the U.S. forces, dependents and U.S. contractors may import their personal effects, furniture, one (1) private motor vehicle per person eighteen (18) years or older, and other goods intended for their personal or domestic use or consumption free of duties and taxes during their assignment in the territory of Sweden. This privilege shall apply not only to goods that are the property of such persons but also to goods sent to them by way of gift or delivered to them in fulfillment of contracts concluded with persons not domiciled in the territory of Sweden in accordance with mutually determined procedures. Such imports may not exceed reasonable amounts for personal use and must not indicate, by their nature or quantity, that the goods are being imported for commercial reasons. Exemptions on the importation of tobacco, nicotine, and alcohol products shall be subject to quantitative limits as mutually determined.

2. The goods referred to in Paragraph 1 of this Article and other goods acquired free of taxes and/or duties may not be sold or otherwise transferred to persons in the territory of Sweden who are not entitled to import such goods duty free, unless such transfer is approved by the appropriate Swedish authorities. Such approval shall not be required for gifts to charity. Payment of any duties or taxes due as the result of transactions with persons not entitled to import such goods shall be the responsibility of the ultimate recipient of such goods. Members of the U.S. forces, dependents, and U.S. contractors may freely transfer property referred to in Paragraph 1 of this Article between themselves and such transfers shall be free of taxes and/or duties. U.S. forces shall maintain records of these transfers of tax or duty free merchandise. Swedish authorities shall accept duly filed police reports that duty and tax free goods of members of the U.S. forces, dependents, and U.S. contractors have been stolen, which shall relieve the individuals of any liability for payment of the tax or duty.

3. Members of the U.S. forces, dependents, and U.S. contractors may re-export (or export) free of duties or charges, any goods imported (or acquired) by them into the territory of Sweden during their period of duty.

4. The appropriate authorities of the Parties shall work together to safeguard against abuse of the exemptions within this Article.

ARTICLE 20
CUSTOMS PROCEDURES

1. Sweden shall take all appropriate measures to ensure the smooth and rapid clearance of imports and exports contemplated under this Agreement. Any customs inspection shall take place expeditiously.
2. Customs inspections under this Agreement shall be carried out in accordance with procedures mutually agreed between the appropriate Swedish authorities and U.S. forces. If requested by U.S. forces, any customs inspections by Swedish customs authorities of incoming or outgoing personal property of members of the U.S. forces or dependents shall be conducted when the property is delivered to or picked up from the individual's residence or in accordance with mutually determined procedures.
3. Official U.S. information may be imported into and exported from the territory of Sweden without being subjected to inspection. Official U.S. information shall be appropriately marked and shall be certified as such by the appropriate U.S. forces authorities.
4. U.S. forces authorities shall establish the necessary measures at facilities where U.S. forces are located to prevent abuses of the rights granted under the customs provisions of the NATO SOFA and this Agreement. U.S. forces authorities and Swedish authorities shall cooperate in the investigation of any alleged customs violations.

ARTICLE 21
MILITARY SERVICE ACTIVITIES

1. U.S. forces may establish military service exchanges, commissaries, other sales outlets, open messes, social and educational centers, and recreational service areas in the territory of Sweden at mutually determined locations for use by members of the U.S. forces, dependents, and other authorized personnel as mutually determined. U.S. forces may operate and maintain the foregoing military service activities directly or through contract. No license, permit, inspection, or other regulatory control shall be required by Sweden for these military service activities.
2. U.S. forces may enter into contracts with financial institutions to operate banking and other financial activities in the territory of Sweden for purposes under this Agreement for the exclusive use of U.S. forces, U.S. contractors, and dependents.
3. The military service activities and non-Swedish organizations referred to in this Article shall be accorded the same fiscal and customs exemptions granted to U.S. forces, as they are an integral part of U.S. forces operations. Such activities and organizations shall be maintained and operated in accordance with applicable U.S. regulations. Operators of such activities and organizations shall not be required to collect or pay taxes or other fees for activities related to their operations.
4. U.S. forces shall adopt appropriate measures to prevent the provision of services or sale of goods and property imported into or acquired in the territory of Sweden to persons who are not authorized to patronize such activities or organizations. Limitations on the purchase by individual patrons of goods imported or acquired with exemption from taxes and duties may be established in accordance with mutually determined procedures. Goods subject to these limitations may include alcoholic beverages, tobacco and nicotine products, fuels, and items of significant value.

ARTICLE 22
MILITARY POST OFFICES

1. The United States may establish, maintain, and operate military post offices for use by U.S. forces, dependents, U.S. contractors, and others as mutually agreed.
2. Mail posted at such post offices may bear U.S. stamps.
3. U.S. forces' official mail shall be exempt from inspection, search, or seizure.
4. U.S. forces shall establish appropriate and necessary measures at military post offices to prevent the improper importation of goods into the territory of Sweden.

ARTICLE 23
CURRENCY AND EXCHANGE

1. U.S. forces shall have the right to import, export, and use U.S. currency or financial instruments expressed in the currency of the United States in any amount.

2. U.S. forces may distribute to or exchange for members of the U.S. forces and dependents currency of, and instruments denominated in, the currency valid in:
 - a) the United States of America;
 - b) Sweden;
 - c) the Euro zone; and
 - d) any other country, to the extent required for the purpose of authorized travel, including travel on leave.

3. Members of the U.S. forces and dependents may:
 - a) Import and export U.S. currency and instruments denominated in currency of the United States; and

 - b) Export from the territory of Sweden any currency, and instruments denominated in any such currency, provided that such members of the U.S. forces or dependents have either imported such currency or instruments into the territory of Sweden, or received such currency or instruments from U.S. forces.

ARTICLE 24
LABOR

1. U.S. forces and non-Swedish organizations conducting those military service activities described in Articles 21 and 22 of this Agreement may recruit and employ dependents, as well as persons authorized to be employed in the territory of Sweden, and may administer the employment of those individuals in accordance with this Article. Dependents shall not be required to possess a work permit. The employment of local civilian employees shall take place on the basis of a written employment contract.

2. Understanding the need to fulfill U.S. military requirements, U.S. forces and such non-Swedish organizations shall set terms and conditions of employment in accordance with applicable U.S. laws and regulations, with full respect for the social security contributions under Swedish law, prevailing wages, and the provisions of labor legislation in Sweden. Such terms and conditions shall be made available to prospective employees as part of the application for employment process. Social security contributions for local civilian employees shall be administered and paid in accordance with mutually determined procedures. The United States does not waive any immunity, including sovereign immunity, regarding employment under this Article.

ARTICLE 25
CONTRACTING PROCEDURES

1. U.S. forces may contract for any goods, materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the territory of Sweden without restriction as to choice of contractor, supplier, or person who provides such goods, materiel, supplies, equipment, or services. Such contracts shall be solicited, awarded, and administered in accordance with U.S. laws and regulations. Offerors and contractors shall be informed of the applicable U.S. laws and regulations in the solicitation and contract documents.

2. Sweden shall accord to U.S. forces treatment in the matter of procurement of goods, services, and utilities no less favorable than is accorded to the Swedish Armed Forces.

ARTICLE 26
U.S. CONTRACTORS

1. Understanding the need to fulfill U.S. military requirements, U.S. contractors shall be exempt from Swedish laws and regulations with respect to the terms and conditions of their employment to perform work under contracts with U.S. forces, and with respect to the licensing and registration of businesses and corporations solely with regard to the provision of goods and services to U.S. forces in the territory of Sweden.

2. In addition to the exemptions provided in Article 16, U.S. contractors also shall be exempt from all corporate tax arising solely from the delivery to U.S. forces of goods or services, or from construction of facilities for U.S. forces. Such contractors also shall not be subject to any form of income or profits tax by Sweden or its political subdivisions on that portion of its income or profits derived from a contract or subcontract with U.S. forces.

3. Consistent with the treatment of members of the U.S. forces, dependents, and employees of U.S. contractors under the NATO SOFA and this Agreement, periods during which a U.S. contractor who is a natural person is present in the territory of Sweden solely under a contract with or for U.S. forces, shall not be considered as periods of residence within the territory of Sweden, or as creating a change of residence or domicile, for the purpose of taxation under Swedish law.

ARTICLE 27
ENVIRONMENT, PUBLIC HEALTH, AND SAFETY

1. The United States confirms that it shall respect relevant Swedish environmental, public health, including sanitary and phytosanitary matters, and safety laws in the execution of U.S. policies. Sweden confirms its policy to implement environmental, public health, and safety laws, regulations, and standards with due regard for the health and safety of U.S. forces, dependents, and U.S. contractors. The Parties agree to pursue a preventive rather than reactive approach to environmental protection, public health, and safety. The competent authorities of the Parties intend to consult in matters relating to the environment, public health, and safety.

2. To assist in the environmentally sound management of hazardous wastes, Sweden shall designate an entity as the competent authority for the purpose of its required notifications under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, adopted at Basel on March 22, 1989, and any implementing legislation. U.S. forces shall provide the information required for Sweden to comply with such obligations.

ARTICLE 28
UTILITIES AND COMMUNICATIONS

1. U.S. forces, U.S. contractors, and Swedish contractors shall be allowed to use water, electricity, and other public utilities on terms and conditions, including rates or charges, no less favorable than those available to the Swedish Armed Forces in like circumstances, without taxes or other government fees or charges, consistent with Article 16 of this Agreement. U.S. forces' costs shall be equal to their pro rata share of the use of such utilities.

2. The Parties recognize that it may be necessary for U.S. forces to use the radio spectrum. The United States 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 the necessary radio spectrum for this purpose. Use of the radio spectrum shall be free of cost to the United States. U.S. forces shall coordinate the use of frequencies with the Swedish Executive Agent unless urgent operational requirements do not permit such coordination.

ARTICLE 29
IMPLEMENTATION AND DISPUTES

1. All obligations under this Agreement shall be subject to the availability of appropriated funds authorized for these purposes.
2. As appropriate, the Parties or their Executive Agents may enter into implementing agreements or arrangements to carry out the provisions of this Agreement.
3. The Executive Agents shall consult as necessary to ensure the proper implementation of this Agreement. The Executive Agents shall develop procedures for consultation between their respective staffs on all matters concerning the effective implementation of this Agreement.
4. Disputes concerning the interpretation or application of this Agreement shall be resolved at the lowest level possible and, as necessary, elevated to the Executive Agents for consideration and resolution. Those disputes that cannot be resolved by the Executive Agents shall be referred to the Parties for consultation and resolution, as appropriate.
5. Disputes and other matters subject to consultation under this Agreement shall not be referred to any national court, or to any international court, tribunal, or similar body or to any other third party for settlement.

ARTICLE 30
ENTRY INTO FORCE, AMENDMENT, AND DURATION

1. This Agreement shall enter into force on the date of the later note in an exchange of notes between the Parties indicating that each Party has completed its internal procedures necessary for entry into force of this Agreement.
2. This Agreement may be amended by written agreement of the Parties.
3. This Agreement shall have an initial term of ten (10) years. After the initial term, it shall continue in force, but may be terminated by either Party upon one (1) year's written notice to the other Party through diplomatic channels.
4. Annex A to this Agreement shall form an integral part of this Agreement and may be amended by written agreement of the Parties or their Executive Agents.

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

DONE at _____, this _____ day of _____, 2023, in duplicate, in the Swedish and English languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF THE
KINGDOM OF SWEDEN:**

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**

ANNEX A

Agreed Facilities and Areas

- Berga: Regimental Area and Exercise Area
- Boden: Regimental Area and Exercise Area
- Halmstad: Regimental Area and Air Base
- Härnösand: Exercise Area and Harbor
- Kiruna: Military Camp and Exercise Area
- Kristinehamn: Regimental Area and Exercise Area
- Kvarn: Military Camp and Exercise Area
- Luleå: Air Base
- Ravlunda: Military Camp and Exercise Area
- Revingehed: Regimental Area
- Ronneby: Air Base
- Såtenäs: Air Base
- Uppsala: Air Base
- Vidsel: Airport and Test Range
- Visby: Regimental Area and Exercise Area
- Älvdalen: Military Camp and Exercise Area
- Östersund: Military Camp and Exercise Areas