



ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

ΑΘΗΝΑ
16 ΑΥΓΟΥΣΤΟΥ 1990

ΤΕΥΧΟΣ ΠΡΩΤΟ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
106

ΝΟΜΟΣ ΥΠ' ΑΡΙΘ. 1893

Κινδωση Συμφωνίας Αμοιβαίας Αμυντικής Συνεργασίας μεταξύ των Κυβερνήσεων της Ελληνικής Δημοκρατίας και των Ηνωμένων Πολιτειών της Αμερικής μετά του Παραρτήματος και των δύο επιστολών αυτής και τροποποιήσεις, συμπληρώσεις και προσθήκες στο Ν. 419/1976 «Οργανισμός του Υπουργείου Εξωτερικών».

Ο ΠΡΟΕΔΡΟΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

Εκδίδουμε τον ακόλουθο νόμο που φήφισε η Βουλή:

Άρθρο πρώτο

Κυρώνεται και έχει την ισχύ που ορίζει το άρθρο 28 παρ. 1 του Συντάγματος η Συμφωνία Αμοιβαίας Αμυντικής Συνεργασίας μεταξύ των Κυβερνήσεων της Ελληνικής Δημοκρατίας και των Ηνωμένων Πολιτειών της Αμερικής μετά του Παραρτήματος και των δύο επιστολών αυτής, που υπογράφηκε στην Αθήνα στις 8 Ιουλίου 1990, της οποίας το κείμενο σε πρωτότυπο στην ελληνική και αγγλική γλώσσα έχει ως εξής:

ΣΥΜΦΩΝΙΑ ΑΜΟΙΒΑΙΑΣ ΑΜΥΝΤΙΚΗΣ ΣΥΝΕΡΓΑΣΙΑΣ ΜΕΤΑΞΥ

ΤΗΣ ΚΥΒΕΡΝΗΣΗΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ
ΚΑΙ ΤΗΣ ΚΥΒΕΡΝΗΣΗΣ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ
ΤΗΣ ΑΜΕΡΙΚΗΣ

ΠΡΟΟΙΜΙΟ

Σαν έκφραση της κοινής επιθυμίας τους για μια βελτιωμένη αμυντική σχέση, η Κυβέρνηση της Ελληνικής Δημοκρατίας και η Κυβέρνηση των Ηνωμένων Πολιτειών συνάπτουν νέα συμφωνία αμυντικής συνεργασίας, η οποία διέπεται από τις ακόλουθες αρχές:

Η Ελλάς και οι Ηνωμένες Πολιτείες επαναβεβαιώνουν την προσήλωσή τους στους σκοπούς και τις αρχές του Χάρτη των Ηνωμένων Εθνών και το πλαίσιο αυτό, στην ασκηση του εγγενούς δικαιωμάτος τους απομικής και συλλογικής άμυνας που αναγνωρίζεται στο άρθρο 51 του Χάρτη.

Η Ελλάς και οι Ηνωμένες Πολιτείες επαναβεβαιώνουν ότι οι σχέσεις τους και η συνεργασία τους βασίζονται σε κοινή αφοσίωση στις αρχές της ελευθερίας, της δημοκρατίας, των ανθρωπίνων δικαιωμάτων, της δικαιοσύνης και της κοινωνικής προόδου.

Η Ελλάς και οι Ηνωμένες Πολιτείες επιβεβαιώνουν την αναγνώριση εκ μέρους τους του γεγονότος ότι η συνεργασία τους στο πεδίο της άμυνας, όπως και σε όλα τα άλλα πεδία, βασίζεται στις αρχές του αμοιβαίου οφέλους και του πλήρους σεβασμού της κυριαρχης ισότητας, της ανεξαρτησίας και των συμφερόντων των

δύο χωρών.

Η Ελλάς και οι Ηνωμένες Πολιτείες επιβεβαιώνουν το σεβασμό τους προς το Διεθνές Δίκαιο, περιλαμβανομένων των υφισταμένων διεθνών συνθηκών που αφορούν ειδικότερα στην περιοχή, και την απόφασή τους να ενεργούν σύμφωνα με τις διεθνείς συνθήκες καθώς και τις διμερείς και πολυμερείς διευθετήσεις στις οποίες και οι δύο είναι Συμβαλλόμενα Μέρη, περιλαμβανομένων του Βορειοαστακού Συμφώνου και της Τελικής Πράξης του Ελσίνκι.

Η Ελλάς και οι Ηνωμένες Πολιτείες διακηρύσσουν την αφοσίωσή τους στη διατήρηση της ειρήνης και τη δέσμευσή τους να σέβονται την αρχή της αποχής από ενέργειες, οι οποίες απειλούν την ειρήνη, επαναλαμβάνουν τη σταθερή απόφασή τους να περιφουρούν και να προστατεύουν αμοιβαίως την ασφάλεια, την κυριαρχία, την ανεξαρτησία και την εδαφική ακεραιότητα των αντιστοίχων χωρών τους κατά ενεργειών οι οποίες απειλούν την ειρήνη, περιλαμβανομένης της ένοπλης επίθεσης ή της απελήγεις επιθεσης και επιβεβαιώνουν την απόφασή τους να αντιταχθούν ενεργά και ανεπιφύλακτα σε κάθε τέτοια απόπειρα ή ενέργεια και τη δέσμευσή τους να καταβάλλουν τις κατάλληλες μείζονες προσπάθειες για να αποτρέψουν τέτοια πορεία δράσης.

Η Ελλάς και οι Ηνωμένες Πολιτείες επιβεβαιώνουν την αφοσίωσή τους στην αρχή ότι οι διεθνείς διαφορές θα επιλύνονται με ειρηνικά μέσα και τη συνεχή σταθερή απόφασή τους να συμβαλλουν ενεργά στην ταχεία και δικαίη επίλυση των υφισταμένων στην περιοχή διεθνών διαφορών, που ενδιαφέρουν ειδικότερα εκάτερο από τα Συμβαλλόμενα Μέρη στη Συμφωνία αυτή, με ειρηνικά μέσα, τα οποία είναι σύμφωνα με τους σκοπούς και τις αρχές του Χάρτη των Ηνωμένων Εθνών.

Η Ελλάς και οι Ηνωμένες Πολιτείες βεβαιώνουν ότι η Συμφωνία αυτή είναι σύμφωνη προς τα αντίστοχα Συντάγματα ή άλλους νόμους τους, προς τα κοινά αμυντικά συμφέροντα και υποχρεώσεις τους, προς τα αντίστοχα εθνικά συμφέροντα και κυριαρχικά δικαιώματά τους και ότι επιπλέον τίποτε στη Συμφωνία αυτή δεν αποσκοπεί να βλάψει τις σχέσεις εκατέρου των Συμβαλλομένων Μερών με οποιαδήποτε τρίτη χώρα.

Και, συμφωνούν τα ακόλουθα:

Άρθρο I

1. Η Κυβέρνηση της Ελληνικής Δημοκρατίας επιτρέπει στην Κυβέρνηση των Ηνωμένων Πολιτειών να διατηρεί και να λειτουργεί στην Ελλάδα στρατιωτικές και βοηθητικές Ευκολίες καθώς και μη συνορεύουσες βοηθητικές Ευκολίες (εφεξής αναφερόμενες όλες ως «οι Ευκολίες»), καθώς και να διεξάγει στις Ευκολίες αυτές αποστολές και δραστηριότητες για σκοπούς άμυνας και υποστήριξης, σύμφωνα με τις διατάξεις της Συμφωνίας αυτής. Οι Ευκολίες, αποστολές και δραστηριότητες αυτές θα είναι εκείνες που προσδιορίζονται και περιγράφονται στο Παράρτημα

Δ. Άρθρο III της Συμφωνίας

Οι ευθύνες των αρμοδίων Ελληνικών Αρχών για την ασφάλεια και τήρηση της τάξης στην περίμετρο της Ευχολίας, που ρητά αναφέρονται στο άρθρο III, παράγραφος 1 της Συμφωνίας αυτής, θα εκπληρώνονται σύμφωνα με συμφωνημένες διαδικασίες. Οι ευθύνες συνδέσμου και συντονισμού του Έλληνα Αντιπρόσωπου βάσει του άρθρου αυτού θα περιλαμβάνουν τον σύνδεσμο και συντονισμό με τις Αρχές τελωνείων, δημόσιας τάξης, εργασίας, υπηρεσίας αλλοδαπών και τοπικής αυτοδιοίκησης.

Ε. Άρθρο IV της Συμφωνίας

1. Οι συμφωνημένες διαδικασίες, που αναφέρονται στην παράγραφο 1 του Άρθρου αυτού, θα περιλαμβάνουν την κατά περιπτώση εξουσιοδότηση από ανώτερες Ελληνικές Αρχές, προσδιορισμό της ταυτότητας και ανάλογη άδεια διαβάθμισης ασφαλείας του απόμου, κατάλληλη προστασία των πληροφοριών που αποκτώνται κατά τη διάρκεια της πρόσβασης και εικοσιτετράωρη προτηρούμενη προειδοποίηση.

2. Οι συμφωνημένες διαδικασίες, που αναφέρονται στην παράγραφο 2 του Άρθρου αυτού, θα συνίστανται στον προσδιορισμό της ταυτότητας, από τον Διοικητή των δυνάμεων των Ηνωμένων Πολιτειών της κάθε Ευχολίας, προς τον Έλληνα Αντιπρόσωπο, των περιοχών αυτών κατά κτίριο, αιθουσα και κατηγορία (π.χ. κρυπτογραφική περιοχή ή διαβάθμισμένη περιοχή).

ΣΤ. Άρθρο V της Συμφωνίας

1. Και τα δύο Μέρη θα ορίσουν στρατιωτικούς και διπλωματικούς αντιπρόσωπους στη Μικτή Επιτροπή.

2. Επιπρόσθετα σε οποιαδήποτε άλλα καθήκοντα, που μπορούν να συμφωνηθούν αμοιβαία, η Μικτή Επιτροπή θα λαμβάνει πληροφορίες από τους Έλληνες Αντιπρόσωπους και τους Διοικητές των δυνάμεων των Ηνωμένων Πολιτειών στις Ευχολίες, θα επιλαμβάνεται ζητημάτων ή διαφορών σχετικά με την ερμηνεία ή εφαρμογή που οι αξιωματούχοι αυτοί μπορεί να υποβάλουν και θα αποστέλλεται στους αξιωματούχους αυτούς συμφωνημένες οδηγίες δια μέσου της αντίστοιχης ελληνικής και αμερικανικής εταρχικής διοίκησης.

Σε πίστωση των ανωτέρω, οι υπογεγραμμένοι, δεόντως εξουσιοδοτημένοι από τις αντίστοιχες Κυβερνήσεις τους, υπέγραψαν την παρούσα Συμφωνία.

Έγινε στην Αθήνα, την ογδόη ημέρα του Ιουλίου 1990, σε δύο αντίτυπα, στην ελληνική και αγγλική γλώσσα και αμφότερα τα κείμενα είναι εξίσου αυθεντικά.

ΓΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΗ
ΤΗΣ ΕΛΛΗΝΙΚΗΣ
ΔΗΜΟΚΡΑΤΙΑΣ
ΑΝΤΩΝΗΣ ΣΑΜΑΡΑΣ
ΥΠΟΥΡΓΟΣ ΕΞΩΤΕΡΙΚΩΝ

ΓΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΗ
ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ
ΑΜΕΡΙΚΗΣ
MICHAEL SOTIRROS
ΠΡΕΣΒΥΤΣ

MUTUAL DEFENSE COOPERATION AGREEMENT BETWEEN THE GOVERNMENT OF THE HELLENIC REPUBLIC AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

PREAMBLE

As an expression of their common desire for an improved defense relationship, the Government of the Hellenic Republic and the Government of the United States are entering into a new defense cooperation agreement guided by the following principles: Greece and the United States reaffirm their commitment to the purposes and principles of the United Nations Charter, and, in this context, to the exercise of their inherent right of individual and collective self-defense recognized in Article 51 of the Charter; Greece and the United States reaff-

firm that their relations and cooperation are based on a common devotion to the principles of freedom, democracy, human rights, justice and social progress; Greece and the United States confirm their recognition of the fact that their co-operation in the field of defense, as in all other fields, is based on the principles of mutual benefit and full respect for the sovereign equality, independence and interests of the two countries; Greece and the United States reaffirm their respect for international law including existing treaties of particular relevance to the region, and their resolve to act in accordance with treaties as well as bilateral and multilateral arrangements to which they are both party, including the North Atlantic Treaty and the Helsinki Final Act; Greece and the United States declare their dedication to the maintenance of peace and their commitment to respect the principle of refraining from actions threatening to peace; reiterate their firm determination mutually to safeguard and protect the security, sovereignty, independence and territorial integrity of their respective countries against actions threatening to peace, including armed attack or threat thereof and confirm their resolve to oppose actively and unequivocally any such attempt or action and their commitment to make appropriate major efforts to prevent such a course of action; Greece and the United States reaffirm their dedication to the principle that international disputes shall be settled through peaceful means and their continuing firm resolve to contribute actively to the early and just settlement of existing international disputes in the region which particularly concern either Party to this Agreement through peaceful means that accord with the purposes and principles of the United Nations Charter; Greece and the United States affirm that this Agreement is compatible with their respective constitutions and other laws, their common defense interests and undertakings, their respective national interests and sovereign rights and that furthermore nothing in this Agreement is intended to harm the relations of either Party with any third country; And, agree to the following:

Article I.

1. The Government of the Hellenic Republic authorizes the Government of the United States to maintain and operate military and supporting facilities as well as non-contiguous supporting facilities (all hereinafter referred to as the facilities) in Greece and to undertake from such facilities, missions and activities for defense and support purposes in accordance with the provisions of this Agreement. These facilities, missions and activities shall be those identified and described in the Annex to this Agreement.

2. The major items of equipment, arms and ammunition located at the facilities shall be identified to and authorized by the Government of the Hellenic Republic before this Agreement enters into force.

3. Any expansion, change, modernization or replacement of major items of equipment, arms and ammunition, or of the facilities, which will alter the configuration (footprint) or mission capabilities of such facilities shall be subject to the prior approval of the Government of the Hellenic Republic in accordance with the provisions of the Annex to this Agreement.

4. The missions and activities authorized by this Agreement and described in its Annex include the performance of technical operations at the facilities. Such technical operations and related activities shall be consistent with the provisions of this Agreement and shall be manned by United States personnel.

Article II.

1. The status of the United States forces, members of the force, members of the civilian component, and dependents shall be governed by the «Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces»

and related bilateral arrangements between the Governments of the Hellenic Republic and the United States.

2. Members of the force, members of the civilian component, and dependents shall be recognized to have this capacity only upon being officially announced to the Greek authorities, who will issue special identification cards signed by the competent Greek authorities. The United States authorities will assist the Greek authorities in maintaining up-to-date lists of United States military and civilian personnel and dependents announced to the Government of the Hellenic Republic.

3. After the closure of the Nea Makri Naval Communications Station Complex, Hellenikon Air Base and the Nodal Communications Sites, the number of United States military personnel in Greece will be reduced significantly.

4. Within thirty days after the entry into force of this Agreement the Parties will meet to review the existing bilateral agreements supplementary to the «Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces.» If, after careful review, either Party decides the bilateral agreements must be consolidated and modernized, the Parties will exchange draft texts of a new comprehensive Technical Agreement within thirty days and meet regularly thereafter on an agreed schedule with a view to completion of such negotiations within a period of eighteen months from the date on which such negotiations commence.

Article III.

1. The Government of the Hellenic Republic shall assign Greek personnel to each of the facilities. The senior Greek official so assigned to each facility shall be designated as the Greek Representative. The Greek Representative will exercise command and control of Greek personnel, and the premises used exclusively by them, at each facility. The Greek Representative shall be responsible for liaison and coordination with appropriate Greek authorities to include those responsible for the security of, and maintenance of order on, the perimeter of the facility. The Greek Representative will be responsible to report to the Greek authorities on the implementation and observance of the provisions of this Agreement relating to the facilities, in recognition of Greek sovereign rights.

2. The Commander of the United States forces at each facility shall exercise command and control over the facility and personnel of the United States assigned thereto, including their equipment and material and the premises used by them, and shall provide for the security and safety thereof.

3. The United States flag may be flown within the facilities and shall be displayed in conjunction with the Greek flag. The two flags shall be of equal size and be flown at the same height from identical flagpoles located side by side.

4. Signs outside the facilities shall be in Greek. Signs within the facilities in areas of mutual use shall be in Greek and English as agreed.

5. The Greek Representative and the Commander of United States forces at each facility shall cooperate closely in order to facilitate the implementation of this Agreement. They shall meet at least weekly to exchange information so that they may keep their Governments informed concerning developments affecting the implementation and observance of the provisions of this Agreement relating to the facilities.

6. The Greek Representative and the Commander of the United States forces shall, as required, report through their respective authorities to the Joint Commission established pursuant to Article V of this Agreement, and similarly submit any questions or differences they cannot themselves resolve concerning interpretation or implementation of this Agreement or other associated arrangements to the Joint Commission.

Article IV.

1. In accordance with Greek sovereign rights, the Greek Representative shall have access to all areas of the facilities, with the exception of specifically identified areas dedicated to the conduct of national cryptographic (code) work. Access of the Greek Representative to classified areas where technical operations and other United States activities are performed shall be on a non-routine basis and in accordance with agreed procedures.

2. The location of national cryptographic rooms and classified areas will be identified in accordance with agreed procedures on the day this Agreement enters into force. Any change thereafter will be as mutually agreed.

Article V.

1. A standing Joint Commission shall deal with and strive to resolve questions or differences which may arise concerning the interpretation and implementation of this Agreement.

2. The Parties agree to work to ensure that the Joint Commission deals effectively and expeditiously with issues brought before it. The Joint Commission shall meet at least once every ninety days.

3. Any issue brought before the Joint Commission and not resolved within sixty days shall be dealt with by the two Governments through established diplomatic channels.

Article VI.

The Parties shall establish a High-Level Consultative Committee which shall meet annually to conduct a comprehensive review of their defense relationship. The Committee shall be composed of appropriately senior officials from the two Governments. Annual meetings shall alternate between Washington and Athens.

Article VII.

1. Either Party may call for formal consultations if a disagreement which has arisen concerning the interpretation, implementation or compliance of either Party with the provisions of this Agreement or its Annex is not resolved through the means established in Articles V and VI.

2. Consultations shall begin immediately. Upon conclusion of these consultations the Parties may, by mutual written agreement, modify any provision of this Agreement or its Annex. Should the Parties be unable to resolve their differences after a period of twelve months, either Party may terminate this Agreement and its Annex effective six months from the date of written notice to the other Party of such termination.

Article VIII.

1. Nothing in this Agreement shall be in derogation of the inherent right of the Government of the Hellenic Republic under international law to take immediately all appropriate restrictive measures required to safeguard its vital national security interests in an emergency.

2. In the event that, in the view of the Government of the Hellenic Republic, such an emergency exists, the appropriate Greek and United States authorities shall immediately enter into communication concerning such measures. This process of communication shall not derogate from the right referred to in paragraph 1.

Article IX.

1. In accordance with the common desire of the Parties to improve their defense relationship through balanced, mutual contributions to their common defense, the Government of the United States shall, consistent with its constitutional procedures, provide defense support to the Government of the Hel-

lenic Republic to assist in the modernization and enhancement of the capabilities of the Greek Armed Forces. Such United States assistance shall also be guided by the principle set forth in United States law that calls for preserving the balance of military strength in the region.

2. In providing this defense support, the United States shall take into consideration the requirements of the Greek Armed Forces and the desire of the Government of the Hellenic Republic that such assistance be provided on the most favorable terms possible. The United States shall also take into account the Greek defense role in the region as well as the important contribution Greece makes to the bilateral defense relationship by granting authorization to the United States to operate military facilities in Greece.

3. The Parties to this Agreement shall coordinate closely so as to maximize the utility of United States defense support to the Greek Armed Forces modernization program. The Government of the Hellenic Republic will keep the Government of the United States advised of those elements of its rolling five-year development plan that might benefit from United States security assistance. The Government of the United States shall review this information and make recommendations regarding use of available U.S. security assistance to meet the objectives of the Greek Armed forces. The Government of the Hellenic Republic shall then present its proposals at the annual meetings of the High-Level Consultative Commission established by Article VI of this Agreement, and these proposals shall be reviewed by the Parties. The United States Government's annual security assistance proposals to the Congress shall be based on the mutually agreed recommendations that emerge from these consultations.

Article X.

1. The Governments of the Hellenic Republic and the United States will seek opportunities to cooperate in the research, development, production and procurement of appropriate defense material as well as in the related logistic support. Both Parties undertake to encourage joint investment in the aforementioned areas and to devote particular attention to promoting new cooperative projects and reciprocal procurement of defense material. Implementing procedures for the purposes of this Article are found in the 1986 Defense Industrial Cooperation Agreement. As appropriate, the Parties will meet to discuss progress under the above Agreement and to consider possible modifications.

2. The two Governments, considering the relationships between defense capability and economic growth and stability, will exert maximum efforts to develop cooperative economic, industrial, scientific and technological relations between the two countries, including mutually agreed United States technical assistance and, as conditions warrant, other assistance.

Article XI.

1. Procedural and implementing arrangements called for under this Agreement, as well as such other arrangements as the Parties deem necessary for the purposes of, and otherwise consistent with this Agreement, may be addressed by the Parties, through the joint Commission as appropriate.

2. All terms and conditions relating to the use of facilities under arrangements existing as of the date of entry into force of this Agreement shall, to the extent consistent with this Agreement and its Annex, continue in force until modified or terminated by agreement, through the Joint Commission as appropriate. Previous bilateral arrangements related to the purposes of this Agreement shall be submitted at the initiative of either Party to the Joint Commission for review and mutual consideration.

Article XII.

1. This Agreement shall enter into force on the date the Parties complete an exchange of notes confirming that their respective constitutional requirements have been satisfied, and will remain in force for a term of eight years. The Parties may agree to extend its validity for one year through an exchange of notes six months prior to the end of the initial term of this Agreement and, if they so agree, each subsequent year.

2. The Government of the United States shall have a period of seventeen months commencing on the initial date of expiration of this Agreement, or of any mutually agreed extension of this Agreement, within which to carry out the withdrawal from Greece of United States personnel, property and equipment present there pursuant to this Agreement. All terms and conditions pursuant to this Agreement shall apply during any extension or withdrawal period.

In Witness whereof, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done in Athens, this eighth day of July, 1990, in duplicate, in the Greek and English languages, both texts being equally authentic.

FOR THE GOVERNMENT
OF THE HELLENIC REPUBLIC

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA

ANNEX

IN IMPLEMENTATION OF THE MUTUAL DEFENSE COOPERATION AGREEMENT BETWEEN THE GOVERNMENT OF THE HELLENIC REPUBLIC AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

A. General

This Annex, concluded pursuant to the Mutual Defense Cooperation Agreement entered into by the Government of the Hellenic Republic and the Government of the United States of America on July 8, 1990 is an integral part of this Agreement and shall enter into force and remain in force contemporaneously with this Agreement.

B. Article I of the Agreement

1. Consistent with the purposes of this Agreement and pursuant to Article I thereof, the Government of the United States is authorized to maintain and operate the military and supporting facilities as identified below:

a. Iraklion Communications Station Complex, Crete, consisting of: Headquarters, support and operational complex at Gournes; transmitting site at Hani Kokkini; and water facilities at Mallia.

b. Souda Air Base, Crete, consisting of: Headquarters, support and operational complex (including the naval communications detachment).

c. Nodal Communications Sites, consisting of: Facilities on Mount Pateras, Mount Parnis, and Mount Ederi, and on Lefkas Island.

2. (a) Consistent with the purposes of this Agreement and pursuant to Article I thereof, the Government of the United States is authorised to continue to operate the military and supporting facilities at Hellenikon Air Base until June 30, 1991, the date on which it will close those facilities, pursuant to its decision. The authorised facilities are those currently used by the Government of the United States, as identified below: - Headquarters, support and operational complex at Hellenikon Air Base; dependent educational facilities at Vari and Glyfada and

child care facility at Sourmena; exchange facilities, including an annex at Kavouri, administrative offices at Argyroupolis and warehouse and open storage areas at Aspropyrgos; commissary facilities, including commissary store at Neos Kosmos, warehousing and cold storage areas at Piraeus and administrative offices at Glyfada; contracting offices at Argyroupolis, and military transportation facilities at Piraeus.

(b) After closure of Hellenikon Air Base, the Government of the United States is authorised by the Government of the Hellenic Republic to maintain in the Athens area, offices which will provide continued contracting, transportation, storage, legal, postal, investigative and other support to remaining United States military forces in Greece. These authorized activities shall be administratively attached to and part of either the Iraklion or Souda Bay facilities, as appropriate, after June 30, 1991. The location of these activities currently includes those identified below and others to be established as mutually agreed: — Contracting offices at Argyroupolis; warehouse and open storage areas at Aspropyrgos; military transportation facilities at Piraeus.

3. In the event this Agreement enters into force prior to September 30, 1990, which is the date by which the Government of the United States will complete its withdrawal from the Nea Makri Naval Communications Station Complex, the Government of the Hellenic Republic authorizes the Government of the United States to continue to operate and carry out the missions and activities at Nea Makri as specified in the 1983 Defense and Economic Cooperation Agreement until September 30, 1990.

4. Subsequent to the closure of Hellenikon Air Base and after the establishment of commercial leased circuits necessary to support United States operations, the Government of the United States will close the Nodal Communications Sites identified in paragraph B.1. (c).

5. The Government of the United States is authorized to carry out, at the facilities identified in Paragraph B.1. above, the missions and activities as identified below:

a. Iraklion Communications Station Complex

— Communications and scientific research and analysis and communication of data.

— Supporting administrative, communications (intra- and extra-station), including Armed Forces Radio and Television Services, and logistic activities. Television signals will be encoded for exclusive use of United States forces personnel.

— The Iraklion Communications Station Complex will utilize those frequencies assigned by the Government of the Hellenic Republic in conformity with standard international communications procedures. The Government of the Hellenic Republic will assign adequate frequencies for the mission of the Iraklion Communications Station Complex. Any change of frequencies will be subject to the prior concurrence of the Government of the Hellenic Republic.

b. Souda Air Base

— Operation, maintenance and support of United States maritime patrol and reconnaissance aircraft and limited conduct of technical ground processing.

— Operation, maintenance and support of airlift and logistic support including tanker aircraft.

— Use as a carrier aircraft divert airfield, limited, under normal conditions, to fifteen days per month, taking into account, to the extent possible, official Greek holidays and weekends.

— Storage, maintenance and assembly of pre-positioned mine stockpiles in support of the United States Sixth Fleet.

— Storage and maintenance of conventional munitions.

— Communications, (intra- and extra-station), including Armed Forces Radio and Television Services. The Souda Air Base will utilize those frequencies assigned by the Government of the Hellenic Republic in conformity with standard interna-

tional communications procedures. The Government of the Hellenic Republic will assign adequate frequencies for the mission of the Souda Air Base. Any change of frequencies will be subject to the prior concurrence of the Government of the Hellenic Republic. Television signals will be encoded for exclusive use of United States forces personnel.

— Supporting administrative and logistic activities.

The above-mentioned reconnaissance aircraft missions, the technical ground processing activity and the operation, maintenance and support of tanker aircraft will be conducted at Souda Air Base as a consequence of the termination of these activities at Hellenikon Air Base pursuant to the decision to close Hellenikon Air Base mentioned in paragraph B.2. (a) of the Annex.

c. Nodal Communications Sites

— Operation and maintenance of tropospheric scatter communications systems and ground-to-air relay communications consisting of voice and data circuits.

— Administrative, communications (including television relay at Ederi) and logistic support.

6. Until closure of its facilities at Hellenikon Air Base by June 30, 1991, the Government of the United States is authorized to carry out from that facility the following missions and activities:

— Operation, maintenance and support of airlift and logistic support, including associated terminal facilities.

— Stationing, operation, maintenance and support of United States liaison aircraft.

— Operation, maintenance and support of reconnaissance aircraft and conduct of technical ground processing.

— Communications, including Armed Forces Radio and (cable) Television Services. The Hellenikon Air base complex will utilize those frequencies assigned by the Government of the Hellenic Republic in conformity with standard international communications procedures. The Government of the Hellenic Republic will assign adequate frequencies for the mission of the Hellenikon Air Base complex. Any change of frequencies will be subject to the prior concurrence of the Government of the Hellenic Republic.

— Administrative and logistic support.

7. (a) Flight activities associated with the facilities shall be in accordance with the Technical Arrangement dated November 17, 1977. Flights of reconnaissance aircraft specified in paragraph B.5. (b) of this Annex will be conducted within the levels authorized as of December 20, 1988. These authorized levels for reconnaissance aircraft will be aggregated on a quarterly basis so as to permit operational flexibility including multiple daily flights. In exercising this flexibility, U.S. forces will coordinate closely with the appropriate Greek authorities so as to ensure the smooth functioning of Souda Air Base. Requests for flights in excess of the authorized levels described above shall be given every consideration by the Government of the Hellenic Republic.

(b) After closure of Hellenikon Air Base and the relocation of some of its activities to Souda Air Base, the Parties anticipate that routine flight activity will be reduced by approximately thirty percent.

8. With reference to Article I, paragraphs 2 and 3 of this Agreement, the term «Major item of equipment» is defined as follows:

— GENERAL DEFINITION. «Major item of equipment»: a significant operational end item without which operational missions, as stipulated in this Agreement, could not be accomplished. This definition of «major» does not therefore include administrative and logistic support items such as cash registers, office furnishings, typewriters, expendable supplies, vehicles, etc. Such items are not included under Article I, paragraphs 2 and 3 of this Agreement.

Major items of equipment are sufficiently important so that, pursuant to Article I, paragraph 3 of this Agreement, any «expansion, change, modernization or replacement» («ECMR») of such items which alter the mission capabilities of the facilities must be subject to the prior approval of the Government of the Hellenic Republic. The corollary to this stipulation is that «ECMR» of such items which does not alter the mission capabilities is permitted without prior approval by the Government of the Hellenic Republic.

-PROVISION AND UPDATING OF LISTS. Pursuant to Article I, paragraph 2 of this Agreement, the list of major items of equipment will be «identified to and authorized by the Government of the Hellenic Republic before this Agreement enters into force». Subsequently, the United States Commanders will provide the Greek Representatives for their information an annual updated list which will include «EMCR» of major items during the year which did not alter the mission capabilities of the facility involved. Pursuant to Article I, paragraph 3 of this Agreement, «ECMR» which did alter the mission capabilities will have already received the necessary approval by the Government of the Hellenic Republic. The annual updated list will also cover equipment that is moved from one facility to another during the year. Joint inspections by the Greek Representative and United States Commander will be arranged by mutual agreement as required, and in accordance with the provisions of Article IV of this Agreement.

-DESCRIPTION. Major items of equipment whenever possible will be listed as systems, consisting of components and parts associated with an operational function (for example, «radio system consisting of _____ (number) receivers, _____ amplifiers and _____ antennae»). When such a description is not possible or useful, the listing will be as an individual piece of equipment.

Further identification will be made whenever possible by Federal Stock Number (FSN). When FSNs are not available, identification will be by name and model type.

Cryptographic equipment will not be listed.

Arms and ammunition will be listed in their entirety, and included in the annual updated lists.

9. With reference to Article I, paragraph 3 of this Agreement, annually or as required, the United States will submit through the Joint Commission for approval by the Government of the Hellenic Republic a rolling five-year proposed development plan for projects altering the configuration (footprint) or mission capabilities of United States facilities. The proposed plan will be updated by the United States as necessary to reflect new and modified projects. Greek authorities will notify the United States of their decisions on all projects within ninety days of receipt. The United States will provide Greek authorities with advance notification of the initiation of work on all approved projects.

C. Article II of the Agreement

1. Status of forces arrangements between Greece and the United States shall be implemented in the same manner and spirit with which such arrangements are generally applied by States Party to the North Atlantic Treaty.

2. With respect to the exercise of criminal jurisdiction:

a. The Hellenic Republic recognizes the particular importance of disciplinary control by the United States military authorities over the members of the force and the effect which such control has upon operational readiness.

The competent Greek authorities, in accordance with the provisions of Article VII, paragraph 3 (c) of the NATO Status of Forces Agreement, will therefore except in cases they consider of particular importance to them, in conformity with their sovereign discretionary right, give expeditious and favorable consideration to the waiver of their criminal jurisdiction upon re-

quest of the United States forces.

b. Requests by the United States authorities for a waiver by Greece of its criminal jurisdiction shall be processed in accordance with the following procedures:

(1) A request shall be presented, within a period of thirty (30) days from the date the United States military authorities become aware of the initiation of criminal proceedings against an accused, to the Joint Commission referred to in Article V of this Agreement.

(2) The request shall be reviewed by the Joint Commission which shall submit a recommendation to the competent Greek authority within fifteen (15) days from the submission of the request.

(3) The competent Greek authority shall make a decision on the request within thirty (30) days of receipt.

(4) If Greek authorities do not waive their jurisdiction, the case will be given preferential treatment to complete the judicial proceedings in the shortest possible time in accordance with Article VII, paragraph 9 (a) of the NATO Status of Forces Agreement.

3. With respect to custody of members of the United States forces:

a. The provisions of Greek law pertaining to pretrial detention or requiring confinement of the accused shall be discharged until the conclusion of all judicial proceedings by a duly executed certificate of the United States military authorities assuring the appearance of the member of the force before the competent Greek judicial authorities in any proceedings that may require the presence of such person.

b. When a member of the force has been convicted by a Greek court and an unsuspended sentence to confinement is adjudged, the United States military authorities shall maintain custody over the accused in Greece until the conclusion of all appellate proceedings.

4. With respect to the definition of civilian component:

a. The term «civilian component» as defined in Article I, paragraph 1 (b) of the NATO Status of Forces Agreement, which may include dependents, shall also mean employees of a non-Greek and non-commercial organization who are nationals of or ordinarily resident in the United States and who, solely for the purpose of contributing to the welfare, morale or education of the force, are accompanying those forces in Greece, and non-Greek persons employed by United States contractors directly serving the United States forces in Greece. The number of positions for personnel to be accorded the status of members of the civilian component by virtue of this paragraph shall not exceed those established as of June 1, 1990, without the express consent of the Government of the Hellenic Republic. Such personnel shall not be considered as having the status of members of the civilian component for the purpose of Article VIII of the NATO Status of Forces Agreement.

b. Resident documents or work permits shall not be required for the employment of members of the civilian component in connection with the facilities.

5. With respect to labor provisions:

a. For each facility or activity, two schedules of positions shall be established, one for Greek personnel and the other for United States personnel, reflecting the number of positions under each category as of June 1, 1990. Any changes in excess of three percent to the proportionality reflected in these schedules will be mutually agreed upon by the two Governments, except that transfer of personnel positions to Iraklion Communications Station Complex or Souda Air Base, as appropriate, as a result of the closure of Hellenikon Air Base and Nea Makri Naval Communications Station Complex is authorized until June 30, 1991, as an adjustment to the two personnel schedules.

b. Pursuant to Article IX, paragraph 4, of the NATO Status of Forces Agreement, the standards contained in Greek labor

legislation regarding conditions of employment and work, in particular wages, supplementary payments and conditions for the protection of employees as applied in the private sector, will be observed with respect to Greek nationals employed in Greece by the United States forces.

6. With respect to personal tax exemptions:

With respect to Article X, and in accordance with Article I, paragraph 2 of the NATO Status of Forces Agreement, members of the force and of the civilian component shall not be liable to pay any tax or similar charges in Greece on the ownership, possession, use, transfer amongst themselves, or transfer by death of their tangible movable property imported into Greece or acquired there for their own personal use. One motor vehicle owned by a member of the force or of the civilian component shall be exempt from Greek circulation taxes, registration or license fees, and similar charges.

7. With respect to contracting:

The United States forces may award contracts to commercial enterprises for services or construction projects in Greece. In accordance with its laws and regulations, the United States forces may procure directly from any source; however, they shall utilize Greek contractors to the maximum extent feasible for the performance of construction projects.

D. Article III of the Agreement

The responsibilities of the appropriate Greek authorities for the security of, and maintenance of order on, the perimeter of the facility stipulated in Article III, paragraph 1 of this Agreement shall be carried out in accordance with agreed procedures. The liaison and coordination responsibilities of the Greek Representative under that Article shall include liaison and coordination with customs, law enforcement, labor, immigration and municipal officials.

E. Article IV of the Agreement

1. The agreed procedures referred to in paragraph 1 of this Article shall include case-by-case authorization by high Greek authority, identification and appropriate clearance of the individual, proper protection of the information gained during access, and twenty-four hours prior notification.

2. The agreed procedures referred to in paragraph 2 of this Article shall consist of identification by the Commander of United States forces at each facility to the Greek Representative of such areas by building, room and category (i.e., cryptographic area or classified area).

F. Article V of the Agreement

1. Both Parties shall designate military and diplomatic representatives to the Joint Commission.

2. In addition to such other functions as may be mutually agreed, the Joint Commission shall receive information from the Greek Representatives and the Commanders of United States forces at the facilities; address any questions or differences concerning interpretation or implementation these official may submit; and transmit agreed guidance to these officials through the respective Greek and United States chains of command.

In Witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done in Athens, this eighth day of July, 1990, in duplicate, in the Greek and English languages, both texts being equally authentic.

FOR THE GOVERNMENT
OF THE HELLENIC REPUBLIC

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA

Embassy of the United States of America
Athens, July 8, 1990

Dear Mr. Minister:

I have the honor to refer to Article IX of the Mutual Defense Cooperation Agreement between the Government of the United States and the Government of the Hellenic Republic signed on this date.

I wish to confirm my Government's request to the Congress of the United States of the sum of Three Hundred Forty-Five Million Dollars (\$ 345,000,000) in non-repayable Foreign Military Sales Financing for the Government of the Hellenic Republic for the twelve-month period beginning October 1, 1990. In the context of the continuing defense relationship, my Government shall continue annually to seek appropriate levels of defense support to assist in Greek Armed Forces modernization.

Pursuant to Section 516 of the Foreign Assistance Act of 1961, as amended, my Government has in recent years made available to the Government of the Hellenic Republic quantities and types of excess defense articles appropriate to the modernization needs of the Hellenic Armed Forces and shall continue to seek to make such articles available bearing in mind, to the extent practicable, both the qualitative and quantitative needs of the Hellenic Armed Forces modernization program. I am pleased to inform you that my Government proposes to make the following defense articles available to the Hellenic Armed Forces:

28 F-4E Aircraft 6 P3A Aircraft 28 A-7 Aircraft 4 Charles F. Adams Class Guided Missile Destroyers My Government shall give every consideration to any additional requirements the Government of the Hellenic Republic may have should additional ships and aircraft become available.

Further in this connection, my Government also anticipates that, after the conclusion and entry into force of the Treaty on Conventional Armed Forces in Europe, Greece will be among those NATO allies to benefit as United States military equipment becomes available through implementation of that Treaty.

I also have the honor to note that the Government of the United States is prepared to cooperate with the Government of the Hellenic Republic to enable the latter to refinance its eligible foreign military sales loans under the Foreign Military Sales Debt Reform Program. It is also the intention of the Government of the United States to enable the Government of the Hellenic Republic to benefit from waivers of non-recurring costs associated with the purchase of major United States defense equipment. In that regard, I am pleased to confirm that my Government is prepared to waive non-recurring charges of approximately Fifty Million Dollars (\$50,000,000) associated with systems recently purchased by the Government of the Hellenic Republic.

I wish further to note that the undertakings of my Government set forth above shall be subject to United States constitutional procedures, United States laws and other applicable requirements.

His Excellency
ANTONIS SAMARAS
Minister of Foreign Affairs
of the Hellenic Republic,
Athens.

Sincerely
MICHAEL SOTIRHOS
Ambassador

ΕΘΝΙΚΟ ΤΥΠΟΓΡΑΦΕΙΟ

Εκδίδει την ΕΦΗΜΕΡΙΔΑ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ από το 1833

Διεύθυνση : Καποδιστρίου 34
 Ταχ. Κώδικας: 104 32
 TELEX : 22.3211 YPET GR

Οι Υπηρεσίες του ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ
 λειτουργούν καθημερινά από 8.00' έως 13.30'

ΧΡΗΣΙΜΕΣ ΠΛΗΡΟΦΟΡΙΕΣ

- Πώληση ΦΕΚ όλων των Τευχών Καποδιστρίου 25 τηλ.: 52.39.762
- ΒΙΒΛΙΟΘΗΚΗ: Σολωμού 51 τηλ.: 52.48.188
- Για φωτοαντίγραφα παλαιών τευχών στην οδό Σολωμού 51 τηλ.: 52.48.141
- Τμήμα πληροφόρων: Για τα δημοσιεύματα των ΦΕΚ τηλ.: 52.25.713 – 52.49.547
- Οδηγίες για δημοσιεύματα Ανωνύμων Εταιρειών και ΕΠΕ τηλ.: 52.48.785
 Πληροφορίες για δημοσιεύματα Ανωνύμων Εταιρειών και ΕΠΕ τηλ.: 52.25.761
- Αποστολή ΦΕΚ στην επαρχία με καταβολή της αξίας του δια μέσου Δημοσίου Ταμείου Για πληροφορίες: τηλ.: 52.48.320

Τιμές κατά τεύχος της ΕΦΗΜΕΡΙΔΑΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ:

Κάθε τεύχος μέχρι 8 σελίδες δρχ. 30. Από 9 σελίδες μέχρι 16 δρχ. 40, από 17 έως 24 δρχ. 50

Από 25 σελίδες και πάνω η τιμή πώλησης κάθε φύλλου (8σέλιδου ή μέρους αυτού) αυξάνεται κατά 20 δρχ.

Μπορείτε να γίνετε συνδρομητής για όποιο τεύχος θέλετε. Θα σας αποστέλλεται με το Ταχυδρομείο.

ΕΤΗΣΙΕΣ ΣΥΝΔΡΟΜΕΣ

Κωδικός αριθ. κατάθεσης στο Δημόσιο Ταμείο 2531

| Η ετήσια συνδρομή είναι: | | |
|----------------------------------|------|--------|
| a) Για το Τεύχος Α' | Δρχ. | 8.500 |
| β) » » » Β' | » | 12.500 |
| γ) » » » Γ' | » | 5.000 |
| δ) » » » Δ' | » | 12.000 |
| ε) » » » Αναπτυξιακών Πράξεων | » | 9.500 |
| στ) » » » Ν.Π.Δ.Δ. | » | 5.000 |
| ζ) » » » ΠΑΡΑΡΤΗΜΑ | » | 3.000 |
| η) » » » Δελτ. Εμπ.& Βιομ. Ιδ. | » | 6.000 |
| θ) » » » Αν. Ειδικού Δικαστηρίου | » | 1.500 |
| ι) » » » Α.Ε. & Ε.Π.Ε. | » | 25.000 |
| ια) Για όλα τα Τεύχη | » | 55.000 |

Κωδικός αριθ. κατάθεσης στο Δημόσιο Ταμείο 3512

| Ποσοστό 5% υπέρ του Ταμείου Αλληλοβοηθείας του Προσωπικού (ΤΑΠΕΤ) | | |
|---|------|-------|
| a) Για το Τεύχος Α' | Δρχ. | 425 |
| β) » » » Β' | » | 625 |
| γ) » » » Γ' | » | 250 |
| δ) » » » Δ' | » | 600 |
| ε) » » » Αναπτυξιακών Πράξεων | » | 475 |
| στ) » » » Ν.Π.Δ.Δ. | » | 250 |
| ζ) » » » ΠΑΡΑΡΤΗΜΑ | » | 150 |
| η) » » » Δελτ. Εμπ.& Βιομ. Ιδ. | » | 300 |
| θ) » » » Αν. Ειδικού Δικαστηρίου | » | 75 |
| ι) » » » Α.Ε. & Ε.Π.Ε. | » | 1.250 |
| ια) Για όλα τα Τεύχη | » | 2.750 |

Πληροφορίες: τηλ. 52.48.320