

AGREEMENT
BETWEEN
THE KINGDOM OF BELGIUM
AND
THE UNITED STATES OF AMERICA
REGARDING THE STATUS OF A CATEGORY
OF UNITED STATES FORCES PERSONNEL

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THE KINGDOM OF BELGIUM

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THE UNITED STATES OF AMERICA,

hereinafter referred to as the Contracting Parties;

CONSIDERING the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, signed at London on 19 June 1951, hereinafter referred to as the NATO SOFA;

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

CONSIDERING the Agreement between the Kingdom of Belgium and the Supreme Headquarters Allied Powers Europe on the special conditions applicable to the establishment and operation of this Headquarter on the territory of the Kingdom of Belgium, signed at Brussels on 12 May 1967, hereinafter referred to as the Belgium SHAPE Agreement;

CONSIDERING the Agreement between the Kingdom of Belgium and the United States of America on social security, signed at Washington, on 19 February 1982, hereinafter referred to as the social security agreement between USA and Belgium;

CONSIDERING the Convention between the Government of the Kingdom of Belgium and the Government of the United States of America for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, signed at Brussels, on 27 November 2006;

CONSIDERING that special provisions should be determined regarding the regime and status applicable to a category of contractor personnel of the United States of America forces (hereinafter referred to as United States forces), who are paid directly or indirectly from United States of America Government funds, who are temporarily detached from commercial and non-commercial organizations, and who are exclusively in the service of the United States forces and its civilian component in Belgium;

HAVE AGREED as follows:

Article 1

1. With regard to the implementation of the NATO SOFA and of the Belgium-SHAPE Agreement in Belgium, certain temporarily assigned contractor personnel from commercial and non-commercial organizations, who are United States of America nationals or permanent residents of the United States of America paid directly or indirectly from United States Government funds and who are accompanying the United States forces in Belgium shall be treated as members of the civilian component accompanying the United States forces in the sense of Article I paragraph 1b of the NATO SOFA, by means of an administrative arrangement between the Contracting Parties represented by the concerned authorities, prior to their employment in Belgium and as far as their employment meets the conditions mentioned in paragraph 3 and 4 of this Article.

Nevertheless, Article X of the NATO SOFA is applicable to these personnel only insofar as they are effectively subject to income tax in the United States.

2. With regard to social security, the contractor personnel referred to in paragraph 1, as well as the members of their family shall be subject to the provisions of the social security agreement between USA and Belgium.
3. The personnel temporarily detached from commercial or non-commercial organizations who can benefit from the provisions of paragraph 1 include United States of America nationals and permanent residents of the United States of America who are exclusively performing services by accompanying the United States forces and its civilian component in Belgium, employed by the United States forces or employed by United States contractors under contracts allocated and managed by the United States forces under the management responsibility of these forces and who are temporarily detached:
 - a) by a United States non-commercial organization and who are accompanying the United States forces in Belgium, solely for the purpose of contributing to their health, welfare, morale, and education. Non-commercial organizations include, but are not limited to, youth movements or universities.
 - b) by a United States commercial organization and who are accompanying the United States forces as persons involved in analytical support services or as technical experts or as troop care providers:
 - persons involved in analytical support services are persons providing analytical services who support activities in the area of military planning and intelligence analysis, as well as activities in support of various commands through strategic and war planning.
 - technical experts are persons necessary for the military needs of the United States forces either in fields requiring advanced technical knowledge or for the accomplishment of complex technical tasks of a military or scientific nature. These technical experts are persons with the skills and knowledge necessary for the accomplishment of tasks of a technical military nature, or of a technical scientific nature, and meet the security clearance requirements of the United States forces. These persons must have acquired the skill and knowledge through a process of higher education or through a period of specialized training and experience. It may also include highly skilled workers in trades or in private sector occupations, such as:
 - (i) Computer software engineers;

- (ii) Technicians responsible for the maintenance of aircraft (including aircraft used for the transport of Supreme Allied Commander Europe/Commander United States European Command), combat vehicles and weapons systems;
- (iii) Persons who as former officers or non-commissioned officers have technical military skills or the technical military knowledge required for the performance of their work in addition to their other technical skills.

- troop care providers are persons who provide medical, social and career related services to members of the force, members of the civilian component or dependents under the NATO SOFA.

4. In order to benefit from the provisions of Article 1, paragraph 1, of this Agreement contractor personnel must meet the following conditions:
- a) they must work in Belgium exclusively under the direct authority, management and administration of the United States military authorities and;
 - b) they cannot be temporarily detached from a Belgian or European Union establishment of a private company and they cannot have any other professional activity in the European Union and;
 - c) they cannot have the power to act in Belgium for their company of origin and to conclude contracts which obligate the company from which they are temporarily detached, inasmuch as this leads to the existence of permanent establishment of their company in Belgium, as provided for in Article 5, paragraph 5 of the Convention of 27 November 2006 between the Government of the United States of America and the Government of the Kingdom of Belgium for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and;
 - d) they must be considered by the United States forces utilizing them as being part of the personnel of the forces and subject to the disciplinary authority thereof and;
 - e) the contract with their employer of origin must expressly provide for the granting of the status of members of the civilian component for the duration of their employment by the forces and;
 - f) the personnel concerned cannot be hired to perform tasks that relate to the local needs of the United States forces in the sense of Article IX, paragraph 4 of the NATO SOFA and;
 - g) the positions must be limited to those which cannot be performed by commercial or non-commercial organizations established within the European Union without prejudice to the military and security needs of the United States forces.
5. The number of members of that category of the civilian component of the United States forces on duty on Belgian territory who may enjoy the treatment described in paragraph 1 of this Article cannot exceed 75.

In exceptional cases, upon request of the United States forces, that number may be increased by decision of the Belgian Minister of Foreign Affairs.

Article 2

The personnel who may enjoy the treatment described in Article 1, paragraph 1, of this Agreement may not include:

- stateless persons;
- nationals of a State which is not a Party to the North Atlantic Treaty;
- nationals of, or persons who are ordinarily resident in, Belgium or a European Union State.

Article 3

1. Prior to arrival in Belgium and prior to any designation as members of the civilian component as provided for in Article 1, paragraph 1 of this Agreement, the United States National Military Representative at SHAPE shall submit documentation to the President of the Inter-Ministerial Committee for the Hosting Policy (CIPS) sufficient to verify that such persons meet the criteria and conditions provided for in this Agreement.

The exchanges of letters as well as the exchanges of information and other necessary contacts related to that category of personnel, constitute the administrative arrangement provided for in Article 1, paragraph 1 of this Agreement and shall be carried out through the Belgian National Military Representative at SHAPE.

The Belgian authorities shall process such submissions in an expeditious manner, providing written approval or disapproval, normally within 30 days.

2. The employment contracts of the members of temporarily assigned contractor personnel from non-commercial and commercial organizations referred to in Article 1, paragraph 1 of this Agreement, shall include a statement that the individual will exclusively serve the needs of the United States forces and will not engage in any local employment activities in the European Union. The contract shall also include a description of the specific functions that the individual will perform and the length of the contract period.
3. Before the arrival in Belgium of the persons referred to in Article 1, paragraph 1 of this Agreement, all formal requirements for the application of the social security agreement between USA and Belgium, must be fulfilled and all requested forms delivered.
4. To provide the Belgian authorities concerned with the information necessary for the correct implementation of this Agreement, the United States National Military Representative at SHAPE shall submit to the Inter-Ministerial Committee for the Hosting Policy (CIPS), through the Belgian National Military Representation at SHAPE, before 31 March each year, an annual report listing the incumbents of the category of personnel designated under Article 1, paragraph 1, of this Agreement who worked the previous year, the approval date of Belgian authorities as well as the total number and functions of these personnel.

Article 4

1. Belgian authorities or their representatives may make occasional visits to the United States forces-controlled workplaces of contractor employees who are treated as members of the civilian component pursuant to Article 1, paragraph 1 of this Agreement, to monitor their status and the implementation of this Agreement.

Such visits shall take place after coordination with the appropriate United States forces authorities, and shall be conducted with due regard for the operational needs and service requirements of the United States forces and in such a way as to minimize disruption to activities of the United States forces.

In the case of facilities located on SHAPE, in addition to coordination with United States forces authorities, such visits shall take place after coordination with SHAPE authorities.

2. The paragraph above applies without prejudice to the application of Article XI, paragraph 1, and Article XII of the NATO SOFA and the arrangements that customs and tax authorities consider necessary to prevent abuses.

Article 5

In case of employment in Belgium, contractor personnel who are treated as members of the civilian component pursuant to Article 1 of this Agreement enjoy the privileges and immunities granted under the NATO SOFA, the Paris Protocol, and the SHAPE Agreement to other members of the civilian component under the same modalities and conditions applicable to the civilian component.

Article 6

This Agreement shall enter into force upon the date of the later of the written notifications through diplomatic channels whereby the Parties inform each other that all their internal procedures necessary to bring this Agreement into force have been fulfilled.

Article 7

Each Contracting Party may send to the other Contracting Party any proposal to amend the present Agreement. This Agreement shall be amended by mutual written consent of the Contracting Parties. Any amending Agreement so adopted shall enter into force upon the date of the later of the written notifications through diplomatic channels whereby the Parties inform each other that all their internal procedures necessary to bring the amendment into force have been fulfilled.

Article 8

All disputes between the Contracting Parties relating to the interpretation or application of this Agreement shall be settled by negotiations between them.

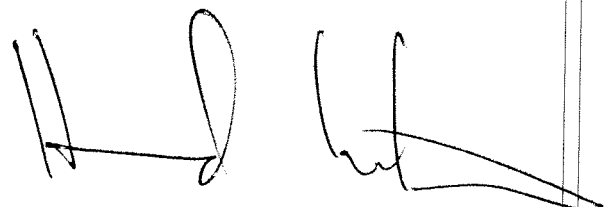
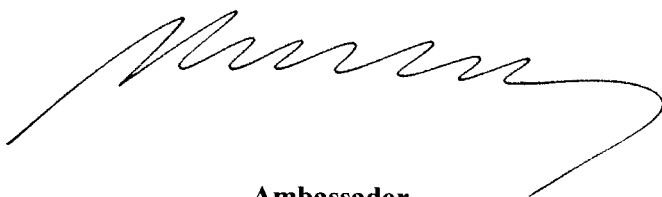
The present Agreement shall be of unlimited duration. Either Contracting Party may terminate this Agreement by providing written notice through diplomatic channels to the other Party. Termination shall take effect 6 months after the date notice was sent.

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

DONE at Brussels, Belgium this^{13th}..... day of^{July}..... 2012, in two originals, in the English, French and Dutch languages. The English and French texts shall be equally authentic.

**FOR THE GOVERNMENT
OF THE KINGDOM OF BELGIUM:**

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



**Ambassador,
President of the Interministerial Committee
for Host Nation Policy**

**Ambassador of the United States of America
to the Kingdom of Belgium**

*“This signature engages also the Walloon Region,
the Flemish Region and the Brussels-Capital Region”*