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*how far back the ISAR can go to claim VAT?
local staff - contractors or employees? (who's resp. w/c to pay taxes?)*

THIS AGREEMENT WHILE IN EFFECT, MUST STILL BE RATIFIED BY THE MELLI MAJLIS

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN REGARDING COOPERATION TO FACILITATE THE PROVISION OF ASSISTANCE

The Government of the United States of America and the Government of the Republic of Azerbaijan (hereinafter the "Parties"):

Recognizing the interests of the Government of the United States of America and the Government of the Republic of Azerbaijan in cooperating to facilitate the provision of humanitarian and technical economic assistance to benefit the people of Azerbaijan; and

Recognizing the need to make certain practical arrangements to help ensure the effectiveness of that assistance;

Have agreed as follows:

Article I
Exemptions and Immunities

(A) Commodities, supplies, equipment, materials, technology, training, services or other property, (including funds) provided or utilized in connection with United States assistance programs may be imported into, exported from, acquired in, or used in Azerbaijan free from any valued-added taxes, property taxes, tariffs, dues, customs duties, import taxes, and other similar taxes or charges imposed by the Government of the Republic of Azerbaijan or any subdivision thereof.

(B) Any organization, including any United States Government organization, and any person who is not a national of or ordinarily resident in Azerbaijan, that has responsibility for implementing United States assistance programs, and any personnel or personal services contractors of such an organization who are not nationals of or ordinarily resident in Azerbaijan, shall be exempt from:

local staff

(1) any income, social security or other taxes imposed by the Government of the Republic of Azerbaijan, or any subdivision thereof, regarding income received in connection with the implementation of United States assistance programs; and

(2) the payment of any valued-added taxes, property taxes, tariffs, dues, customs duties, import taxes, and other similar taxes or charges upon personal or household goods imported into, exported from, or used in Azerbaijan for the personal use of such personnel or members of their families.

(C) Any valued-added taxes, property taxes, tariffs, dues, customs duties, import taxes, and other similar taxes or charges for which exemption is provided by this Agreement but which are paid, subsequent to the entry into force of this Agreement, by an organization

subsequent to - being

or person entitled to such exemption under this Agreement, shall be timely reimbursed to such organization or person upon documented request.

*VAT - to be reimbursed
- no time limitations
- (?) no requirement for receipts
may be VAT payer*

(D) The access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in Azerbaijan shall be free of landing fees, navigation charges, port charges, tolls and similar charges by the Government of the Republic of Azerbaijan or any subdivision thereof.

(E) The Government of the Republic of Azerbaijan shall, in respect of legal proceedings and claims, other than contractual claims, hold harmless and indemnify the Government of the United States and its personnel, contractors, and contractors' personnel, against damages, or death or injury to any persons in the Republic of Azerbaijan, arising out of activities under this Agreement. The provisions of this Article shall not prevent the Parties from providing compensation in accordance with their national laws.

Article II Status of Personnel

Civilian and military personnel of the United States Government present in Azerbaijan in connection with United States assistance programs shall be accorded status equivalent to that accorded administrative and technical staff personnel under the Vienna Convention on Diplomatic Relations of April 18, 1961. Nothing in this agreement shall be construed to derogate from privileges and immunities granted to such personnel under other agreements.

Article III Inspection and Audit

Upon reasonable request, representatives of the Government of the United States of America may examine the utilization of any commodities, supplies, equipment, materials, technology, training, services or other property, including funds, provided or utilized in connection with United States assistance programs at sites of their location or use; and may inspect or audit any records or other documentation in connection with the assistance wherever such records or documentation are located during the period in which the United States provides assistance to Azerbaijan and for three years thereafter.

Article IV Use of Assistance

Any commodities, supplies, equipment, materials, technology, training, services or other property, including funds, provided or utilized in connection with United States assistance programs will be used solely for the purposes agreed upon between the Governments of the United States of America and the Republic of Azerbaijan. If use of any such commodities, supplies, equipment, materials, technology, training, services or other property, including funds, occurs for purposes other than those agreed upon under such programs, which the Government of the United States of America determines could reasonably have been prevented by appropriate action of the Government of the Republic of Azerbaijan, the Government of Azerbaijan upon request shall refund in United States dollars to the Government of the United States of America the amount disbursed for such commodities, supplies, equipment, materials, technology, training, services or other

copy of the law

property, including funds. The Government of the United States of America may, in its discretion, make available the amount refunded to finance other costs of assistance provided for Azerbaijan.

Article V
Other Agreements

The Government of the United States of America and the Government of the Republic of Azerbaijan recognize that further arrangements or agreements may be necessary or desirable with respect to particular United States assistance activities. In case of any inconsistency between this agreement and any such further written agreements, the provisions of such further written agreements shall prevail.

Article VI
Entry Into Force

This Agreement shall be applied provisionally upon signature by the parties and shall enter into force upon the date on which the parties exchange diplomatic notes confirming the completion by each party of all applicable internal procedures required for the entry into force of this agreement. This Agreement may be terminated by either Party upon 90 (ninety) days' prior written notice delivered to the other Party. In such event, the provisions of this Agreement shall continue to apply with respect to assistance furnished before the date of termination of this Agreement.

Done at Baku, this 11th day of May 2000, in duplicate in the English and Azerbaijani languages, both texts being equally authentic.



FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



FOR THE GOVERNMENT OF THE
REPUBLIC OF AZERBAIJAN