

IMPLEMENTING ARRANGEMENT
REGARDING
LOGISTICS SUPPORT
IN IMPLEMENTATION OF THE AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF BULGARIA
ON DEFENSE COOPERATION

Pursuant to the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, signed in London on June 19, 1951 (hereinafter "NATO SOFA"), and the "Agreement Between the Government of the United States of America and the Government of the Republic of Bulgaria on Defense Cooperation," signed in Sofia on April 28, 2006 (hereafter "the Agreement"), the Executive Agents agree as follows:

1. The Executive Agents acknowledge the importance of logistics support for United States forces in Bulgaria. The Executive Agents share the goal of ensuring proper procedures are in place protecting Bulgarian and United States interests with regard to logistics support.
2. The Executive Agents agree that issues, concerns, or disagreements associated with activities spoken to in this Implementing Arrangement that cannot be resolved at a lower level shall be a matter for consultation by the Joint Commission.
3. The Joint Commission shall oversee implementation of this Implementing Arrangement.
4. This Implementing Arrangement, and all of its annexes, may be amended in writing at any time, with the mutual consent of the Executive Agents. Amendments will be authenticated in writing by both Executive Agents.

5. This Implementing Arrangement shall enter into force upon signature by both Executive Agents and remain in force unless terminated upon one year's written notice from one Executive Agent to the other. In any event, this Implementing Arrangement shall terminate on the date the Agreement terminates, should that occur.

IN WITNESS THEREOF, the undersigned, being duly authorized, have signed this Implementing Arrangement.

DONE at Sofia, this 2nd day of September, 2008, in duplicate, in the English and Bulgarian languages, both texts being equally authentic.

FOR THE UNITED STATES
EXECUTIVE AGENT



FOR THE BULGARIAN
EXECUTIVE AGENT



ANNEX TO THE LOGISTICS SUPPORT IMPLEMENTING ARRANGEMENT

REGARDING

MILITARY SERVICE ACTIVITIES AND POSTAL SERVICES

Pursuant to Articles XXIII and XXIV of the "Agreement Between the Government of the United States of America and the Government of the Republic of Bulgaria on Defense Cooperation," signed at Sofia on April 28, 2006 (hereafter "the Agreement"), the Executive Agents, agree as follows:

1. Military Service Activities.

- a. Military service activities include, but are not limited to, sales outlets, open messes, Morale, Welfare, and Recreation (MWR) facilities and activities, Social Centers and entertainment activities, Education Centers, and Housing and Lodging Services.
- b. United States military authorities may establish and operate, directly or through contract, sales outlets and open messes offering food, sundries, tailoring, barber and beauty services, and other goods and services to authorized patrons. Such sales outlets and open messes may be operated by contract with name brand food outlets and other providers of goods or services to establish operations at mutually agreed locations, as provided by Article XXIII, paragraph 1 of the Agreement. Sales of goods or services by such contract concessionaires to authorized customers shall not be subject to value added tax.
- c. United States military authorities may establish and operate, directly or through contract, MWR facilities and activities at mutually agreed locations, as provided by Article XXIII, paragraph 1 of the Agreement. MWR facilities and activities include fitness centers, gymnasiums, recreation centers, bowling alleys, sports fields, libraries, and internet and call centers and other activities as mutually agreed.
- d. United States military authorities may establish and operate, directly or through contract, social centers and entertainment activities, and may arrange for and conduct entertainment activities with contractors, non-profit organizations, and government agencies. United States military

service activities may contract with local tour agencies for trips, tours, or other types of services for the rest and recuperation of members of the force and of the civilian component and their dependents. Use of recreational facilities intended for Bulgarian Ministry of Defense military or civilian personnel shall be by mutual agreement.

- e. United States military authorities may establish and operate Education Centers at mutually agreed locations, as provided by Article XXIII, paragraph 1 of the Agreement. Education Centers provide members of the force and of the civilian component, dependents and other authorized personnel with college-level education support through contract services provided by United States colleges and universities.
- f. United States military authorities may operate and/or contract for Housing and Lodging Services. This activity includes procuring local lodging, apartment or housing for members of the force and of the civilian component, and their dependents, and overseeing and negotiating leasing agreements, rental rates, security deposit procedures, and inspection of properties.
- g. The extent of access, if any, to military service activities (including Post/Base Exchange activities, clubs, theaters, libraries, bowling alleys, etc.), and the items, if any, available for purchase at such activities, by Bulgarian active duty military personnel and Ministry of Defense employees, shall be resolved through the Joint Commission.
- h. Local and third-country nationals employed at military service activities or on agreed areas and facilities, contractors and contractor personnel working at military service activities or on agreed facilities and areas, and bona-fide guests of a member of the force, of the civilian component, or of a dependent, may purchase during the normal course of a work day or while visiting the agreed facility or area, prepared food and drink items available at snack bars, restaurants, theaters, and similar military service activities offering prepared food and drinks, for personal consumption at the military service activity or on the agreed area or facility.
- i. United States military authorities shall adopt appropriate measures to prevent the sale of goods and services to persons not authorized to patronize such activities. United States and Bulgarian authorities shall cooperate to prevent the unauthorized use of military service activities.

- j. Military service facilities located outside agreed facilities and areas shall be subject to licensing, permitting, inspection and other regulatory control of the Republic of Bulgaria.

2. Postal Services. In implementation of Article XXIV of the Agreement, the Executive Agents agree as follows.

- a. United States military authorities' operation of United States military post offices and mailrooms may include the establishment and operation of an Aerial Mail Terminal, as necessary, for the purpose of receipt and dispatch of mail via commercial air carriers. Establishment of mail operations includes the setup and operation of mail-screening equipment to detect chemical, biological, radiological, or explosive materials.
- b. Mail to and from military post offices and mail rooms may be transported into and within the territory of the Republic of Bulgaria in sealed containers using United States military and/or United States contracted vehicles. For purposes of regulations limiting highway travel on weekends or holidays, mail shall be considered in the same category as perishable items. Customs inspections are limited to unofficial mail, and shall not impede delivery of the mail. Procedures for conducting Bulgarian customs inspections of matter in United States military postal service channels shall be determined by the Joint Commission. Customs forms are not required to be used regarding official mail.
- c. United States forces' operation of military postal services will be in accordance with applicable United States directives and regulations. The United States forces may negotiate with applicable licensed Bulgarian postal operators regarding the local exchange of mail, so that United States and Bulgarian domestic (local rates) of postage may apply when mailing between United States military postal addresses and Bulgarian addresses. These operations must be in accordance with Bulgarian legislation and in particular the Postal Service Act.

3. The Executive Agents agree that issues, concerns, or complaints associated with activities spoken to in this Annex that cannot be resolved at a lower level shall be a matter for consultation by the Joint Commission.

ANNEX TO THE LOGISTIC SUPPORT IMPLEMENTING ARRANGMENT

REGARDING

THE PROVISION OF MEDICAL SERVICES AND SUPPLIES

Pursuant to Article XXVII of the "Agreement Between the Government of the United States of America and the Government of the Republic of Bulgaria On Defense Cooperation," signed in Sofia on April 28, 2006 (hereafter "the Agreement"), and

Acknowledging that a healthy, fit, and ready military force is of great importance and is facilitated through cooperation, understanding and the mutual assistance of medical services capabilities between United States and Bulgarian Armed forces, and the Bulgarian Public Health System, and

Recognizing the need to fully coordinate United States forces' medical support planning, operational requirements, and external support requirements, the Executive Agents agree as follows:

1. The United States forces shall be responsible for providing necessary medical care to members of the force, the civilian component, and dependents utilizing its own resources or contractors to the extent feasible.

2. Bulgarian authorities shall provide medical care to United States forces on a reimbursable basis in the following instances:

- a. When the severity of the injury poses an immediate threat to life, limb, or eyesight and United States capabilities are not readily available.
- b. When an acceptable standard of care is not available or exceeds the capabilities organic to United States forces, in accordance with the provisions set out in the NATO Status of Forces Agreement and any relevant international agreements. In particular, United States forces may refer patients to host nation facilities for diagnostic, laboratory, or other ancillary services that are not within the capability of United States forces. Patients will be referred by a United States forces medical authority.

- c. United States forces shall reimburse host nation hospitals for all procedures after discharge or transfer of the patient at a rate no less favorable than charged to comparable Bulgarian forces, less any taxes. No prepayments or deposits shall be required at admission or when requesting ancillary services.

3. United States forces may conduct, for its own purposes, an assessment of host nation medical facilities where United States personnel are referred or admitted for treatment.

4. The United States forces may, when practicable, provide health care services to Bulgarian armed forces and other individuals who are not members of the United States force, the civilian component or dependents, in the following instances:

- a. When the severity of the injury poses an immediate threat to the life, limb, or eyesight of the person.
- b. When the situation would preclude timely intervention or transportation to a Bulgarian treatment facility.
- c. When the injuries or illness sustained are the direct result of a United States forces action or result from an act or omission for which United States forces may be responsible.
- d. When there is a valid agreement (e.g., an order for medical services under an Acquisition and Cross-Servicing Agreement) authorizing or requiring the providing of such services.
- e. In the cases addressed in subparagraphs a through c above, the health care provided may be limited to that emergency care needed to stabilize the patient for transportation to a Bulgarian treatment facility.

5. United States forces may use all United States approved medications and procedures, to include controlled substances, in the treatment of medical conditions, and may store, transit, and/or destroy said medications in accordance with standing United States regulations and military customs protocols.

6. United States forces may integrate military animals into training and operational environments, and may utilize military working dogs. United States forces may transit military working animals in and out of Bulgaria. United States military

working animals shall possess appropriate animal passports, vaccination records and other documents required by international agreements.

7. Bulgarian authorities will assist United States forces by facilitating food service inspections as necessary for contracting for the supplies of food services. United States forces credentialed food service inspectors may be permitted to inspect any vendors, facilities, processing plants, or other identified sources from which United States forces intend to procure food for consumption by members of the force, the civilian component, and dependents as agreed upon by interested vendors. This provision applies to all consumable products. United States forces may exclude from contract award vendors and service providers not meeting United States standards.

8. The United States forces shall follow accepted and approved United States protocols for dealing with biomedical waste and hazards and shall respect relevant Bulgarian law and regulations. United States forces may request host nation assistance with the destruction of these materials. The United States forces will respect the environment.

9. United States forces shall determine whether to evacuate United States personnel for medical treatment outside of Bulgaria. United States forces may conduct strategic evacuations and rotary wing aeromedical evacuations during training and other operations. This is not limited to scenario-based casualties and may include injured or ill service members. The Bulgarian authorities shall facilitate such evacuations to the maximum extent practicable. Properly marked United States forces emergency vehicles, such as ambulances, shall be permitted the legal latitude accorded to comparable Bulgarian emergency vehicles.

10. In the event of the death of a member of the United States forces, the civilian component, or a dependent occurring in Bulgaria, refer to the Mortuary Affairs Annex.

ANNEX TO THE LOGISTIC SUPPORT IMPLEMENTING ARRANGMENT
REGARDING
MORTUARY AFFAIRS SERVICES

Pursuant to Article XXVII of the "Agreement Between the Government of the United States of America and the Government of the Republic of Bulgaria on Defense Cooperation," signed in Sofia on April 28, 2006 (hereinafter "the Agreement"). The Executive Agents agree as follows:

1. The Bulgarian military authorities shall notify the United States forces immediately of the location of a deceased United States forces member. In the case of death occurring in an agreed facility or area the death shall be reported immediately to the appropriate Bulgarian military authority.

2. The Bulgarian military authorities shall ensure that a deceased member of the United States forces is not relocated until a United States forces representative is present at the scene. This responsibility shall not arise until the Bulgarian authorities are aware that the decedent is a member of the United States forces. The Bulgarian authorities shall not relocate the remains of a deceased United States forces member unless required in order to prevent loss of forensic evidence, post-mortem injury to the remains, or detriment to public health. If relocation is required for one of these reasons, Bulgarian authorities shall make every effort to ensure that the deceased is not relocated until the remains can be accompanied by a United States forces representative during relocation. The remains will then be moved to the Military Medical Academy, Sofia, Republic of Bulgaria.

3. Bulgarian authorities will not conduct autopsies on the remains of deceased United States forces personnel unless required by Bulgarian law for law enforcement or public health purposes. Bulgarian military authorities shall coordinate with the United States forces for a United States Armed Forces Regional Medical Examiner, or the Medical Examiner's designated representative, to be present at all autopsies and medical proceedings conducted in the Republic of Bulgaria regarding a deceased United States forces member. Pending the arrival of the Armed Forces Regional Medical Examiner or designated representative, the remains will be held in refrigeration. The autopsy of the body shall be performed in the presence of the United States forces representative. At the request of the United States forces, the Bulgarian and United States specialists will take double samples in order to allow performance of separate

tests. The United States and Bulgarian specialists shall agree upon procedures and documentation sufficient to meet the requirements of each side. The Bulgarian military authorities shall coordinate with the United States Armed Forces Regional Medical Examiner before authorizing the release of a deceased United States forces member.

4. The Bulgarian authorities shall expeditiously provide copies of death announcements and other related documents regarding the death of any United States forces member occurring on the territory of the Republic of Bulgaria to the United States forces, if such documents are required by Bulgarian law or regulations prior to transport of remains out of the Republic of Bulgaria.

5. After Bulgarian legal procedures have been completed, United States forces authorities shall normally evacuate the remains as expeditiously as possible to permit preparation of the remains for the return to the next of kin and any ancillary procedures. Embalming of deceased United States forces members shall not be required prior to transport out of the Republic of Bulgaria on a United States military or contracted aircraft.