

AGREEMENT**Between the Government of the United States of America and the
Government of the Republic of Kazakhstan on the Air Transit of
Cargo and Personnel through the Territory of the
Republic of Kazakhstan in Connection with the Participation of the
United States of America in Efforts for Ensuring the Security,
Stabilization, and Reconstruction of the Islamic Republic of Afghanistan**

The Government of the United States of America, hereinafter referred to as "the U.S. Party," and the Government of the Republic of Kazakhstan, hereinafter referred to as "the Kazakhstani Party," and collectively referred to as "the Parties";

Guided by the provisions of Resolutions 1368 (2001), 1373 (2001), 1386 (2001), and 1444 (2002) of the United Nations Security Council; and

For purposes of promoting international efforts for ensuring the security, stabilization, and reconstruction of the Islamic Republic of Afghanistan, hereinafter referred to as "Afghanistan";

Have agreed as follows:

Article 1

This Agreement defines the procedure for the transit and reverse shipment by the U.S. Party of cargo and personnel through the airspace of the Republic of Kazakhstan for purposes of supporting international efforts for ensuring the security, stabilization, and reconstruction of Afghanistan.

Article 2

For purposes of this Agreement, the terms used herein shall mean the following:

a) "aircraft" - U.S. military transport aircraft, and aircraft chartered by the U.S. Party with cargo and/or personnel on board;

b) "cargo":

- humanitarian assistance items, including food, medicines, equipment, and materials to be distributed free of charge among the population of Afghanistan;

- items to support the daily activities of civilian specialists of the U.S.

Party;

- armaments, military equipment, and military property, and items to support the daily activities of armed forces personnel, except for nuclear materials and nuclear weapons; such armaments, military equipment, military property, and other items will be consumed or expended, or returned, disposed of or transferred in accordance with U.S. laws and regulations;

c) "U.S. personnel" - U.S. Department of Defense military and civilian personnel;

d) "U.S. contractor personnel" - personnel employed by a legal entity that is under a contract with or for the U.S. Government and who are transiting for the purposes of supporting international efforts for ensuring the security, stabilization, and reconstruction of Afghanistan;

e) "territory of the Republic of Kazakhstan" - the territory as it is defined in Article 2 of the Convention on International Civil Aviation of December 7, 1944, with respect to the Republic of Kazakhstan;

f) "technical experts" - aircraft repair specialists of the U.S. Party;

g) "transit" - the movement of cargo, U.S. personnel, and U.S. contractor personnel through the airspace of the Republic of Kazakhstan by aircraft, beginning and ending outside the territory of the Republic of Kazakhstan.

Article 3

Aircraft (not in formation, but single aircraft flights) shall transit without making an intermediate landing in the territory of the Republic of Kazakhstan, except as specified in paragraphs 1 and 2 of Article 4 and in Article 12 of this Agreement, through the air corridors of the Republic of Kazakhstan specified in the Annex to this Agreement.

Article 4

1. An unscheduled landing of an aircraft in the territory of the Republic of Kazakhstan may be made in the case of an in-flight emergency and/or *force majeure* impeding transit, and as provided for in Article 13 of this Agreement.

2. Almaty Airport may be used as a divert airport only in cases of in-flight emergencies impairing safety of flight and requiring immediate landing of the aircraft, *force majeure* impeding transit, if weather conditions are below the minimum required level for landing at Manas Airport (Kyrgyz Republic), or if there is an emergency closure of the runways at Manas

Airport. For purposes of implementing this paragraph, the Kazakhstani Party shall designate an air corridor in the Annex to this Agreement.

3. The Kazakhstani Party has the right to deny use of Almaty Airport as a divert airfield for making an unscheduled landing if weather conditions are below the minimum required level for landing at Almaty Airport, if there is an emergency closure of an Almaty Airport runway, or a VIP aircraft of the Republic of Kazakhstan or other country is taking off from or landing at Almaty Airport (except in cases when landing is requested by an aircraft in an emergency situation). For purposes of implementing this Article, the Kazakhstani Party shall make every effort to identify and redirect aircraft to an alternative divert airport within the territory of the Republic of Kazakhstan if Almaty Airport is closed.

4. All aircraft that have made an unscheduled landing at Almaty Airport, or at an alternative divert airport as provided for by this Article, shall depart the airport upon resolution of the reasons for the unscheduled landing. The Kazakhstani Party shall strive to establish a security zone around any U.S. military transport aircraft that may make an unscheduled landing immediately after the aircraft has come to a complete stop on the parking apron.

5. The Kazakhstani Party shall provide access to the aircraft that has landed by staff members and a vehicle of the U.S. Defense Attaché Office to facilitate interaction between U.S. personnel and U.S. contractor personnel on board the aircraft, airport officials, and the competent government authorities of the Republic of Kazakhstan. The surnames of the staff members of the U.S. Defense Attaché Office and the plate number of the vehicle of the U.S. Defense Attaché Office shall be reported to the Ministry of Foreign Affairs of the Republic of Kazakhstan as soon as practicable.

6. In cases described in paragraph 1 of this Article, when situations arise requiring repairs to U.S. military transport aircraft in order to correct the malfunction that has occurred and is impeding their safe departure from the airport, the Kazakhstani Party shall grant U.S. technical experts and equipment access to this aircraft for purposes of effecting repairs. Such technical experts shall arrive in the territory of the Republic of Kazakhstan on a visa-free basis with passports or, as appropriate, with a U.S. military identification card (visa-free and without a passport) and depart the Republic of Kazakhstan following the completion of repairs. Making regularly scheduled repairs to U.S. military transport aircraft shall not be permitted at airports of the Republic of Kazakhstan.

Article 5

In order to use the airspace of the Republic of Kazakhstan based on a request to that effect, sent to the Kazakhstani Party through diplomatic channels, the U.S. Party shall be provided with the following types of authorizations:

- a) special (standing) authorization - for U.S. military transport aircraft;
- b) one-time authorization - for aircraft chartered by the U.S. Party.

Article 6

1. In order to obtain a special (standing) authorization, the U.S. Party shall send a request to that effect to the Kazakhstani Party through diplomatic channels. The request shall contain the following information:

- a) the destination and a general description of the cargo and personnel anticipated to be transported;
- b) transit routes.

2. Within 30 (thirty) days of receiving the U.S. Party's request to issue a special (standing) authorization, the Kazakhstani Party shall either refuse to issue such an authorization pursuant to paragraph 1 of Article 8 of this Agreement or shall issue the special (standing) authorization, which shall be assigned a single number that will be used for all U.S. military transport aircraft. The initial special (standing) authorization shall be valid until the end of the calendar year in which the authorization is issued.

3. In order to obtain a subsequent special (standing) authorization, the U.S. Party shall send a written request to the Kazakhstani Party in accordance with the procedure provided for in paragraph 1 of this Article. The U.S. Party shall submit its request no later than December 1 of the relevant calendar year and the Kazakhstani Party's subsequent special (standing) authorization shall be valid until the end of the following calendar year.

4. If a special (standing) authorization is suspended or canceled during transit, the U.S. Party shall, at its own expense, ensure the departure of the aircraft with all the cargo and personnel on board from the airspace of the Republic of Kazakhstan through its point of entry into the airspace of the Republic of Kazakhstan or, if required for technical reasons, through a point located nearby, without completing transit.

Article 7

1. In order to obtain a one-time authorization to use the airspace of the Republic of Kazakhstan, the U.S. Party shall send a request through diplomatic channels no later than four (4) working days before each anticipated transit, in accordance with this Agreement. The request shall contain the following information:

- full name and mailing address of the operator;
- International Civil Aviation Organization (ICAO) code and flight number;
- type, registration number, call sign of the aircraft, and aircraft's state of registration;
- type of navigational and communications equipment;
- departure and destination points of the aircraft, specifying divert airfields;
- general description of cargo and number of personnel on board; and
- date, complete air route, and schedule, with mandatory specification of the airways on the flight route, and the entry/exit points into/out of the airspace of the Republic of Kazakhstan.

2. In order to facilitate the achievement of the objectives of this Agreement, expedite transits and alleviate administrative burdens, the Kazakhstani Party will strive to approve authorizations for series of flights of U.S. chartered aircraft operated by commercial entities.

Article 8

1. The Kazakhstani Party has the right to deny issuance of any authorization requested in accordance with Article 6 or 7 of this Agreement.

2. The Kazakhstani Party has the right to suspend or cancel any authorization issued previously pursuant to Article 6 or Article 7 of this Agreement to a U.S. military transport aircraft or an aircraft chartered by the U.S. Party if the Kazakhstani Party has determined that provisions of this Agreement have not been complied with, or the movement of the cargo and personnel does not comply with this Agreement, or the movement of the cargo and personnel may present a threat to the national security of the Republic of Kazakhstan.

3. The Kazakhstani Party shall notify the U.S. Party as expeditiously as possible of any decision to suspend or cancel an authorization.

Article 9

1. No less than four (4) hours prior to each scheduled departure, a notification of the use of the airspace of the Republic of Kazakhstan shall be provided to the Main Air Traffic Planning Center of the Republic of Kazakhstan (AFTN - UAAKZDZK, UAAAZDZW) by sending a flight plan:

- a) by the U.S. Party – for a U.S. military transport aircraft; or
- b) by the operator of an aircraft, a designated representative, other commercial entity operating the aircraft, or other organization on its behalf – for an aircraft chartered by the U.S. Party.

2. Notifications for U.S. military transport aircraft shall contain the following flight data:

- the number of the special (standing) authorization;
- type, registration number, and call sign of the aircraft;
- departure and destination points of the aircraft, specifying divert airfields;
- number of personnel on board; and
- date, complete air route, and schedule, with mandatory specification of the airways on the flight route, and the entry/exit points into/out of the airspace of the Republic of Kazakhstan.

3. Notifications for aircraft chartered by the U.S. Party shall contain the following flight data:

- number of the one-time authorization issued by the Kazakhstani Party for the flight;
- type, registration number, call sign of the aircraft, ICAO code, and flight number;
- departure and destination points of the aircraft, specifying divert airfields;
- number of personnel on board; and
- date and anticipated air route, schedule of the aircraft in Coordinated Universal Time (UTC), and the entry/exit points into/out of the airspace of the Republic of Kazakhstan.

4. Information specified in the flight plan shall be provided as determined in ICAO documents and paragraphs 1, 2, and 3 of this Article.

5. Specification and/or other documentation confirming the number and description of the cargo being transported (air waybill or similar document) must be kept on board the aircraft.

Article 10

An aircraft for which a flight plan has not been filed with the Main Air Traffic Planning Center of the Republic of Kazakhstan is prohibited from entering the airspace of the Republic of Kazakhstan, except in cases when it is necessary for the aircraft to use a divert airfield in the territory of the Republic of Kazakhstan, provided that information about that aircraft is submitted to the Main Air Traffic Planning Center of the Republic of Kazakhstan in every such case, or in cases described in paragraph 1 of Article 4 of this Agreement.

Article 11

1. Flights of aircraft through the airways of the Republic of Kazakhstan shall be carried out in compliance with international flight regulations for civilian aircraft (single aircraft flights). Aircraft shall be in sequence (not in formation) and shall maintain sub-sonic flight speeds. Under this Agreement, the total number of flights of aircraft chartered by the U.S. Party shall not be limited. The total number of flights of U.S. military transport aircraft under this Agreement shall not exceed twenty (20) flights per day.

2. The U.S. Party may not refuel aircraft in the airspace of the Republic of Kazakhstan.

Article 12

1. The Kazakhstani Party may exercise its sovereign right to direct the landing of an aircraft. In that case, the customs and border control authorities of the Republic of Kazakhstan shall have the right to conduct an inspection of cargo and personnel on board an aircraft chartered by the U.S. Party.

2. The U.S. Party shall, upon request by the Kazakhstani Party, provide confirmation that the cargo is intended for the purposes of ensuring the security, stabilization, and reconstruction of Afghanistan.

3. In the event that an aircraft lands in the territory of the Republic of Kazakhstan, the Kazakhstani Party shall have the right to inspect the documents pertaining to the cargo and personnel for the purposes of border and customs control to ensure that the cargo and personnel on board matches what is declared in the documents.

4. In the case of the inspection of the cargo and personnel transported by U.S. military transport aircraft, the U.S. Party shall either unload the cargo and personnel for inspection

outside the aircraft or shall, alternatively, elect to have the aircraft depart the territory of the Republic of Kazakhstan in the direction of the aircraft's point of origin before it entered the airspace of the Republic of Kazakhstan, through the point of entry or, for technical reasons, through a point located nearby, without completing transit.

5. Customs control authorities of the Republic of Kazakhstan shall have the right to conduct customs inspections on board aircraft chartered by the U.S. Party. If, after an inspection of the cargo and related documentation, the representatives of the customs control authorities have reason to believe that the cargo on board does not match what is declared in the specification and/or other documentation carried on board and confirming the number and description of the cargo being transported (air waybill or similar document), the cargo should be partially or fully unloaded from the aircraft for further inspection, if the cargo cannot be adequately inspected on board the aircraft.

6. If customs and border control authorities of the Republic of Kazakhstan exercise the right to conduct an inspection of cargo and personnel for the purposes described in this Article, then a report shall be prepared in the Kazakh and/or Russian languages concerning such an inspection and its results, and it shall be signed by a representative of the U.S. Party solely to confirm receipt of the report, and by representatives of customs and border control authorities of the Republic of Kazakhstan.

Article 13

In order to ensure the procedures provided for in Article 12 of this Agreement, and in order to ensure air traffic safety, the U.S. Party acknowledges:

- a) the right of the Kazakhstani Party to require the landing of aircraft chartered by the U.S. Party and to apply, as necessary, in order to ensure compliance with such a demand, procedures provided for in the Convention on International Civil Aviation of December 7, 1944;
- b) that U.S. military transport aircraft within the airspace of the Republic of Kazakhstan are obligated to cooperate with air traffic authorities of the Republic of Kazakhstan for safety of flight.

Article 14

1. U.S. personnel and U.S. contractor personnel shall transit the territory of the Republic of Kazakhstan on a visa-free basis with a passport or, as appropriate, a U.S. military identification card (visa-free and without a passport).

2. While in the territory of the Republic of Kazakhstan, U.S. personnel and U.S. contractor personnel shall, in the cases stipulated in Articles 3 and 4 of this Agreement, coordinate with the Kazakhstani Party on all issues associated with their stay.

Article 15

1. In cases of landing of an aircraft due to the reasons described in Articles 3 and 4 of this Agreement, while in the territory of the Republic of Kazakhstan, U.S. personnel and U.S. contractor personnel may leave the aircraft only with permission of the competent authorities of the Kazakhstani Party. U.S. personnel and U.S. contractor personnel may not leave the aircraft with weapons on their person.

2. Upon request of the aircraft commander, the competent authorities of the Kazakhstani Party shall authorize the provision of basic medical care and comfort services to U.S. personnel and U.S. contractor personnel. The U.S. Party, or the company whose aircraft has been chartered by the U.S. Party, shall reimburse the providers in accordance with the established procedure for the cost of services and medical care provided.

Article 16

1. In accordance with the Parties' existing obligations, Republic of Kazakhstan criminal jurisdiction shall apply to U.S. personnel during their stay in the territory of the Republic of Kazakhstan, except for cases specified in paragraph 2 of this Article.

2. Republic of Kazakhstan criminal jurisdiction shall not apply to U.S. personnel during their stay in the territory of the Republic of Kazakhstan in connection with implementation of this Agreement in relation to:

- a) offenses solely against the property or security of the U.S. Party, or offenses solely against the person or property of U.S. personnel; and
- b) offenses arising out of any act or omission in the performance of official duty.

Article 17

Flights in the airspace of the Republic of Kazakhstan shall be carried out in accordance with established ICAO rules, the regulations of the Republic of Kazakhstan governing flight operations and published in the Kazakhstan Aeronautical Information Publication (AIP), and this Agreement.

Article 18

1. The Kazakhstani Party shall provide air navigation services to aircraft in the airspace of the Republic of Kazakhstan that have received special (standing) or one-time authorizations under this Agreement and have met the requirements specified in Article 9 of this Agreement. U.S. military transport aircraft shall not be subject to payment of air navigation fees. Aircraft chartered by the U.S. Party shall be assessed air navigation fees published in the Kazakhstan Aeronautical Information Publication (AIP) under the same circumstances and at the same rates as those applicable to other unscheduled commercial aircraft transiting the airspace of the Republic of Kazakhstan.

2. The U.S. Party shall pay for reasonable airport fees and all services requested and received by a U.S. military transport aircraft at the airport in case of any landing of any such aircraft. Reasonable airport fees and services requested and received by an aircraft chartered by the U.S. Party shall be paid by the operator of the aircraft.

Article 19

1. Information received by one Party in connection with transit may not be conveyed to a third party without prior written consent of the Party that provided such information.

2. Paragraph 1 of this Article does not apply to information provided by the U.S. Party to the Kazakhstani Party pursuant to Articles 6 and 7 of this Agreement, which information may be conveyed to a third party solely for the purposes of facilitating transit under this Agreement.

Article 20

1. Claims for damages caused during implementation of transit under this Agreement shall be satisfied, as appropriate:

- a) by the persons and/or legal entities responsible for the damage;

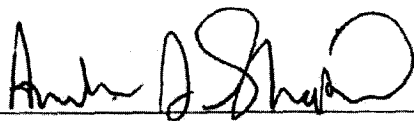
5. This Agreement shall remain in force for a period of one year and automatically be extended for subsequent one-year periods, unless one Party informs the other Party in writing through diplomatic channels and no later than thirty (30) days prior to expiration of the relevant one-year period that it intends not to extend this Agreement. Either Party may terminate this Agreement at any time after notifying the other Party to that effect through diplomatic channels. In that case this Agreement shall be terminated thirty (30) days from the date of receipt of the relevant notification.

6. In case of termination of this Agreement, the obligations in Article 20 of this Agreement shall remain in effect for the Parties until the Parties agree otherwise.

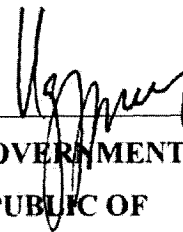
7. As of the date of entry into force of this Agreement, the Memorandum of Understanding between the Government of the United States of America and the Government of the Republic of Kazakhstan dated December 15, 2001, and the Memorandum of Understanding between the Government of the Government of the United States of America and the Republic of Kazakhstan dated July 10, 2002, shall cease to be in effect.

8. Diplomatic authorization issued under the Memorandum of Understanding between the Government of the United States of America and the Government of the Republic of Kazakhstan dated December 15, 2001, shall remain in effect for four (4) days after entry into force of this Agreement.

DONE at Washington, DC, in duplicate, this 12th day of November, 2010, each in the English, Kazakh, and Russian languages, all texts being equally authentic.



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



**FOR THE GOVERNMENT
OF THE REPUBLIC OF
KAZAKHSTAN**

Annex
to the Agreement Between
the Government of the United States of America and the
Government of the Republic of Kazakhstan
on the Air Transit of Cargo and Personnel
through the Territory of the Republic of Kazakhstan
in Connection with the Participation of
the United States of America in Efforts for
Ensuring the Security, Stabilization, and Reconstruction
of the Islamic Republic of Afghanistan

List of authorized air corridors:

1. RODAM A355 NT A356 KZO (then as follows)
 - a. A356 ATR G487 OBATA or
 - b. A356 ABDUN G96 BODSI (airways to) AZABI/ITAKA/GASBI
2. RODAM A355 NT B142 ARBOL A352 GENDI A480 BORIS – through Uzbekistan airspace – KUNAS B363 AKT (airways to) AZABI/ITAKA/GASBI
3. ASLOK A359 ROSIM G3 NKZ A356 ABDUN (then as follows)
 - a. G96 BODSI (airways to) AZABI/ITAKA/GASBI or
 - b. A356 ATR G487 OBATA
4. BOKIS B156 AGZ (then as follows)
 - a. A355 SULET or
 - b. B114 OGOLI
5. ARISA/GUTAN (airways to) URL A368 AKB, or MULTA A360 AKB (then as follows)
 - a. G3 ROSIM A359 ASLOK or
 - b. G3 NKZ A356 NT A355 RODAM
6. SULET A355 TIPSA B142 UC UAAA
7. LANOR R482 UAUU (then as follows)
 - a. R482 REMOL A356 NT A355 RODAM or
 - b. A299 NKZ A66 ODIVA

b) through consultations between the Parties; or
c) in accordance with the provisions of Article VIII of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces of June 19, 1951, following consultations.

2. The U.S. Party shall ensure that operators of aircraft chartered by the U.S. Party have sufficient insurance coverage for payment of claims that may arise during their stay in the territory of the Republic of Kazakhstan.

Article 21

In the event this Agreement is terminated in accordance with Article 23, any special (standing) authorization or one-time authorization shall be canceled as of the date of termination of this Agreement.

Article 22

1. The Parties, if necessary, shall hold consultations on organizational and technical issues related to implementation of this Agreement.

2. Matters of dispute related to the application and interpretation of this Agreement shall be resolved through consultations and negotiations between the Parties.

Article 23

1. This Agreement shall enter into force as of the date of receipt, through diplomatic channels, of the last written notification of completion by the Parties of the internal governmental procedures required for its entry into force.

2. This Agreement, including its Annex, which shall be an integral part thereof, may be amended by written agreement of the Parties.

3. Except as provided in paragraph 4 of this Article, amendments to this Agreement shall be made by concluding separate protocols which shall enter into force in accordance with the procedure provided for in paragraph 1 of this Article.

4. Amendments to the Annex to this Agreement may be effected by mutual agreement of the Parties by means of an exchange of diplomatic notes, and shall enter into force as of the date of receipt of the later note.