

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE REPUBLIC OF POLAND
CONCERNING THE DEPLOYMENT OF
GROUND-BASED BALLISTIC MISSILE DEFENSE INTERCEPTORS
IN THE TERRITORY OF THE REPUBLIC OF POLAND

Preamble

The Government of the United States of America and the Government of the Republic of Poland (hereafter referred to as the “Parties”);

Recognizing that the proliferation of weapons of mass destruction and the means of their delivery, including ballistic missiles, poses a grave threat to international peace and security, and to the Parties, their allies, and friends;

Acting in compliance with international law, including binding multilateral and bilateral international agreements, and in particular with the provisions of the North Atlantic Treaty done at Washington on April 4, 1949, the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces done at London on June 19, 1951 (hereafter referred to as the “NATO SOFA”), the Acquisition and Cross-Servicing Agreement between the Department of Defense of the United States of America and the Ministry of National Defense of the Republic of Poland done at Warsaw on November 22, 1996, and the Agreement between the Government of the United States of America and the Government of the Republic of Poland Concerning Security Measures for the Protection of Classified Information in the Military Sphere done at Warsaw on March 8, 2007 (hereafter referred to as the “GSOMIA”);

Recognizing the applicability of the Agreement between the United States of America and the Republic of Poland to Supplement the NATO SOFA (hereafter referred to as the “U.S.-Poland Supplemental SOFA”), upon its entry into force;

Recognizing also the need to combine and enhance their efforts for purposes of individual and collective self-defense, to maintain international peace and security, and to further enhance their capabilities for an appropriate response to threats and attacks, including those of a terrorist nature;

Reaffirming that deployment of ground-based ballistic missile defense interceptors in the territory of Poland represents an important contribution by the Republic of Poland to the building and further enhancement of the United States missile defense system;

Recognizing that cooperation with allies and friends, and including members of the North Atlantic Treaty Organization (hereafter referred to as “NATO”), in defense against the threat of ballistic missiles is important, and that deployment of United States ground-based ballistic missile defense interceptors in the territory of Poland will enhance and complement the existing security relationship between the United States and the Republic of Poland and contribute to international peace and security and to the security of the United States, the Republic of Poland, and NATO;

Bearing in mind their common defense interests and recognizing that cooperation in the field of ballistic missile defense constitutes one of the elements of broader bilateral security cooperation, which should contribute to the strengthening of the security of the Parties;

Recognizing their shared vision of broader and deeper strategic cooperation between the United States and the Republic of Poland and, in its pursuit, the establishment of the Strategic Cooperation Consultative Group (SCCG) to facilitate consultations on the enhancement of their mutual security, including the transformation and modernization of Polish Armed Forces, within the framework of Article 3 of the North Atlantic Treaty;

Recognizing that the United States intends to provide information to, and to coordinate with, the Republic of Poland concerning contingency planning for the security and defense of the Base;

Have agreed as follows:

Article I **Purpose and Scope**

1. This Agreement establishes the rights and obligations of the Parties with respect to the use by the United States of the Closed Area on the territory of Poland in the locality of Slupsk-Redzikowo for the purpose of deployment there and use of non-nuclear ground-based ballistic missile defense interceptors.
2. Upon entry into force of the U.S.-Poland Supplemental SOFA, each and every provision of that agreement shall apply, *mutatis mutandis*, to this Agreement, unless this Agreement specifically provides that a particular provision of the U.S.-Poland Supplemental SOFA does not apply. For matters not covered by this Agreement or the U.S.-Poland Supplemental SOFA, to the extent such matters are covered by the NATO SOFA, the NATO SOFA shall apply.

Article II **Definitions**

For purposes of this Agreement, the following terms are defined:

“Base” means a Closed Area in the territory of Poland in the locality of Slupsk-Redzikowo, used by United States forces pursuant to the provisions of this Agreement and for the duration thereof, for the purpose of deployment there and use of ground-based ballistic missile defense interceptors. The Base constitutes an Agreed Facility and Area.

“Closed Area” means an area restricted for defense and security reasons as provided in Polish law.

“Facility” means the area located within the Base where the Missile Defense Complex and supporting infrastructure are located and with respect to which the United States controls access. The Facility constitutes an Agreed Facility and Area.

“Missile Defense Complex” means the area located within the Facility with respect to which the United States maintains a heightened degree of access control.

The terms “force”, “civilian component”, “United States forces”, “dependent”, “United States contractor”, “United States contractor employees”, and “Agreed Facility and Area”, shall have the meaning as defined in the U.S.-Poland Supplemental SOFA.

Article III **Status and Operation of the Base**

1. The Base is the property of the Republic of Poland.

2. The United States forces shall use the Base without prejudice to the sovereignty and laws of the Republic of Poland.

3. The Base shall be designated a Closed Area in accordance with Polish law.

4. Polish law applies in the area of the Base. The force and the civilian component and the members thereof, as well as their dependents, shall have the duty to respect the laws of the Republic of Poland in the area of the Base and elsewhere in the territory of Poland.

5. All buildings, non-relocatable structures and assemblies connected to the soil on the Base, including those constructed, used, altered or improved by United States forces, are the property of the Republic of Poland, while movable objects and fixtures remain the property of United States forces and United States contractors, as appropriate.

6. The United States shall be responsible to maintain good order and discipline within the United States forces present on the Base, in accordance with United States internal laws and regulations.

7. Operations on the Base shall be conducted with due regard for public health and safety.

8. The United States shall not conduct without the consent of the Republic of Poland flight tests of ground-based ballistic missile defense interceptors deployed on the Base.

9. The number of the members of the force and the civilian component to be deployed initially at the Base, as well as a description of the major elements of the Missile Defense Complex, are set forth in the Annex. The total number of members of the force and the civilian component stationed at the Base, as well as any permanent changes in that number, shall be reported to the Republic of Poland upon initial deployment and every six months thereafter, and shall be the subject of periodic consultations between the United States Department of Defense and the Polish Ministry of National Defense. The number of members of the force and the civilian component shall not exceed the number set forth in the Annex without the prior consent of the Polish Ministry of National Defense.

10. The United States shall notify, and consult with, the Republic of Poland prior to major modifications to the Missile Defense Complex and to major missile defense components on the Base.

11. The United States shall provide to the Republic of Poland data concerning United States forces, United States contractors, United States contractor employees working or living on the Base, and dependents. Provisions regarding the type, frequency, and procedures for the provision of such data shall be established in an implementing arrangement to this Agreement.

Article IV **Command and Control**

1. Except as provided in paragraphs 6 - 8 below, the Base, including Polish military and civilian personnel of the Polish Ministry of National Defense staying on the Base and other Polish nationals employed by the Polish Ministry of National Defense on the Base, shall be under Polish command exercised by a representative of the Polish Armed Forces (hereafter referred to as the "Polish Commander").

2. The Polish Commander shall be identified within thirty days of entry into force of this Agreement. The Polish Commander or his or her designee shall be the Polish point of contact regarding activities related to Base operations. The Polish point of contact shall have an office on the Base.

3. The United States shall, within thirty days of entry into force of this Agreement, identify a representative of the United States forces (hereafter referred to as the "U.S. Commander") who shall be the United States single point of contact regarding day-to-day

activities under this Agreement, and who shall have authority over the Facility and United States forces, dependents, United States contractors, United States contractor employees, and other individuals employed by United States forces on the Base.

4. The Polish Commander shall, *inter alia*:

- a. advise regarding relations with Polish governmental institutions and facilitate contacts with such institutions;
- b. participate in coordinating mutual logistics support for the military and civilian personnel deployed on the Base;
- c. participate in coordinating the provision of security on the grounds of the Base;
- d. participate in coordinating reciprocal training on the grounds of the Base; and
- e. advise the U.S. Commander regarding Polish law relevant to Base operation.

5. The Polish Ministry of National Defense shall be responsible to the maximum extent possible for obtaining any necessary Polish authorizations and the United States shall assist the Polish Ministry of National Defense, as appropriate.

6. The Polish Commander may notify the U.S. Commander of actions by United States forces, dependents, United States contractors, and United States contractor employees on the Base that appear to be inconsistent with Polish law. Such notification by the Polish Commander shall be duly considered by the U.S. Commander.

7. The United States shall have exclusive command and control over ballistic missile defense activities and operations on the Base.

8. The U.S. Commander also shall be responsible for matters relating to immovable property, infrastructure, installations, supplies, equipment, and materiel located on the Base, but outside the Facility, that are operated exclusively by the United States.

Article V **Use of the Base**

1. The United States shall have exclusive use of, and unrestricted access to, the Facility on the Base in accordance with this Agreement.

2. The United States may undertake construction activities on, and make alterations and improvements to, and maintain, sustain, and operate ballistic missile defense structures and infrastructure on the Base. Such structures and infrastructure include, but are not limited to, ground-based missile defense interceptors and associated processing, storage, and launch facilities; communications facilities; security and access facilities; administrative, maintenance, and storage facilities; utilities infrastructure (including back-up power generation and distribution); fuel handling and storage facilities; fire protection; and housing and personnel support facilities. In the course of such activities, the United States may:

- a. use, alter, or demolish existing structures and infrastructure on the Facility; and
- b. clear existing vegetation and excavate soil on the Facility.

3. Prior to beginning a construction activity on the Base, the United States shall submit to the Polish Ministry of National Defense relevant documentation concerning the planned construction activity. Responsibility for translating such documents shall be specified in an implementing arrangement.

4. United States forces shall utilize local Polish physical persons and legal entities as suppliers of articles and services to the extent feasible for the performance of a contract when the bids of such suppliers are competitive and constitute the best value.

5. A no-fly zone and a limited no-fly zone will be established in the airspace over and around the Base. Detailed parameters for the aforesaid zones, as well as the principles of their establishment and operation, and of cooperation between relevant Polish and United

States authorities regarding the use of Polish airspace, will be established in an implementing arrangement to this Agreement.

6. The Republic of Poland shall ensure that use of the land areas surrounding the Base is consistent with operation of the Base.

7. The United States shall furnish relevant information to allow the Republic of Poland to regulate the use of land areas surrounding the Base. The specific parameters and limitations on land use will be established in an implementing arrangement that the Parties shall conclude within ninety days of signature of this Agreement.

Article VI **Access to the Base**

1. The Polish Commander and his or her authorized representative shall have access to the entire area of the Base. Access to the Missile Defense Complex shall be provided promptly consistent with operational, safety, and security requirements.

2. Representatives of competent agencies of the Republic of Poland and rescue services shall be granted prompt access to the Base, including the Facility:

- a. to respond to emergencies, such as fires or serious accidents;
- b. to pursue persons who have committed an offense outside the Base and have entered the Base; and
- c. upon request, for other official purposes specified under Polish law.

3. The Polish Commander shall, with the concurrence of the U.S. Commander, establish the procedures for access to the Base, including appropriate safety and security measures to be applied for entering the Base, and shall issue appropriate passes to the Base.

4. The United States shall control access to the Facility on the Base.

Article VII **Security of the Base**

1. The Republic of Poland shall be responsible for providing security and protection of the Base outside the perimeter of the Facility.

2. The United States, in coordination with the Republic of Poland, shall be responsible for providing security and protection of the Facility on the Base.

3. The United States shall provide information to, and coordinate with, the Republic of Poland concerning contingency planning for the security and defense of the Base prior to the Missile Defense Complex achieving operational status.

4. The Republic of Poland recognizes the right of the United States to protect its ballistic missile defense assets during transportation within the territory of Poland outside of the Base. The United States and the Republic of Poland shall coordinate regarding security for these assets during transportation.

5. In the event that security and protection are to be provided by contractors, such entities shall comply with the relevant requirements of Polish law.

6. In the event either commander becomes aware of a crisis situation on the Base that may affect the safety of the population inhabiting the region, that commander shall promptly notify the other commander.

7. The Parties undertake to cooperate, as appropriate, with respect to intelligence and counter-terrorist protection of the Base. The United States and the Republic of Poland

will carry out this cooperation through appropriate institutions or organizations to be identified in an implementing arrangement.

8. The Parties shall enter into implementing arrangements to establish procedures for the timely exchange of intelligence and counter-intelligence information regarding all threats related to the Base. In accordance with such implementing arrangements, and in order to effectively protect the Base, the Parties shall, as appropriate, exchange information on relevant threats related to the Base.

Article VIII **Classified Information**

All classified information provided or generated pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with the GSOMIA.

Article IX **Use of the Ballistic Missile Defense System**

1. Within the context of, and consistent with, the North Atlantic Treaty and the emerging U.S.-Polish partnership on missile defense, the United States is committed:

- a. to the security of the Republic of Poland; and
- b. to defend by means of its ballistic missile defense system the Republic of Poland against ballistic missile attack.

2. The United States shall provide to the Republic of Poland the same type of situational awareness as the United States has agreed to provide to other major allies, including the status of the system, missiles being tracked by the system, the origin and projected impact of such missiles, and missile defense engagements.

3. The United States and the Republic of Poland shall consult regularly concerning the United States ballistic missile defense system as it relates to the defense of the North Atlantic area, including the Republic of Poland. In this respect, the Parties shall establish working groups for substantive exchanges and work on pre-planned execution plans on how the ballistic missile defense system would operate for the defense of the North Atlantic area, including the Republic of Poland.

4. The Base and the ground-based ballistic missile defense interceptors deployed there shall be used by the United States exclusively for purposes consistent with international law, including the Charter of the United Nations and the framework of the right of individual or collective self-defense.

5. To enable close cooperation in ballistic missile defense between the United States and the Republic of Poland, timely exchange of relevant information on the functioning and development of the ballistic missile defense system, as well as in the interest of reinforcement of mutual confidence, the United States shall establish liaison officer position(s) at appropriate location(s), which may be filled by appropriate official(s) from the Polish Ministry of National Defense. Specific arrangements shall be established in a separate agreement.

Article X
Environment, Health, and Safety

1. The Parties agree to implement this Agreement in a manner consistent with the protection of the natural environment and human health and safety.
2. The United States shall have the duty to respect the relevant laws of the Republic of Poland concerning the environment, health, and safety.
3. The Republic of Poland confirms its policy to implement its environmental, health, and safety laws and regulations, with due regard for the health and safety of United States forces, United States contractors, United States contractor employees, and dependents.
4. The United States will take prompt action to remedy known imminent and substantial endangerments to human health and safety due to environmental contamination resulting from U.S. Department of Defense operations that is located on, or emanating from, the Facility. Such U.S. action shall be in accordance with applicable U.S. laws and regulations and with due regard for Polish environmental regulations.
5. Consistent with paragraph 2 of this Article, prior to commencing construction work on the Base, the United States shall provide to the Republic of Poland data and information in its possession that is reasonably necessary to enable the Republic of Poland to implement its environmental regulations.

Article XI
Coordination with Polish Authorities

The U.S. and Polish Commanders may consult regarding local matters with the Provincial Governor (Wojewoda), the Speaker of the Provincial Legislature (Marszalek Wojewodztwa), and the County Commissioner (Starosta), who have authority over the area where the Base is located.

Article XII
Closure of the Facility on the Base

In the event United States forces discontinue use of the Facility on the Base, the United States shall return as the sole and unencumbered property of the Republic of Poland any agreed facility or area, or any portion thereof, including non-relocatable structures and assemblies constructed by the United States forces therein once no longer used by United States forces. The Parties shall agree on the terms of return of the property, including having consultations on compensation for the residual value, if any, of improvements or construction.

Article XIII
Financial Responsibilities

1. Each Party shall be responsible for the costs of carrying out its obligations under this Agreement:
 - (a) Except as may be otherwise agreed, the United States shall be responsible for the cost of:
 - (1) construction, maintenance, sustainment, and operation of ground-based ballistic missile defense interceptors and related facilities on the Facility; and
 - (2) services requested, received, and rendered in direct connection with such interceptors and facilities, such as utilities and telecommunications lines which it will pay at a rate no less favorable than that granted to

Polish Armed Forces located at the Base, except as may be otherwise agreed.

(b) Except as may be otherwise agreed, the Republic of Poland shall be responsible for the cost of:

(1) construction, maintenance, sustainment, and operation of facilities under Polish command, or for the exclusive or primary use by Polish authorities, at the Base; and

(2) local taxes related to the Base with regard to ownership of land and other immovable property.

(c) If, in connection with the construction and operation of the Base, it becomes necessary to construct or modify premises, facilities, roads, utilities, communications, or other infrastructure located on the Base, or outside the Base but directly associated with it, and used both by the United States and the Republic of Poland, the costs shall be divided between the United States and the Republic of Poland by mutual agreement.

(d) If the Parties agree that the Republic of Poland shall assist the United States in performing its security responsibilities for the Facility, the United States shall reimburse the Republic of Poland for the agreed costs of agreed specified services provided by the Republic of Poland to assist the United States in performing its security responsibilities for the Facility on the Base.

2. In accordance with the obligations of the Parties under this Agreement and their respective national laws, the obligations of the Parties under this Agreement shall be subject to the availability of funds appropriated for such purposes. This paragraph is without prejudice to any obligations of the Parties arising pursuant to the NATO SOFA. If the United States decides to accept a request from the Republic of Poland for reimbursement in accordance with paragraph 4 of Article XIV, the United States will make available funds for such reimbursement upon the conclusion of its national legal procedures.

Article XIV **Claims**

1. Claims arising in the Republic of Poland for damage in the territory of Poland shall be handled in accordance with Article VIII of the NATO SOFA.

2. The United States will take legal responsibility for damage or loss resulting from the operation of elements of the United States ballistic missile defense system deployed on the Base if the United States determines, given the circumstances, that it should bear responsibility for such damage or loss, and it will settle claims for such damage or loss in accordance with U.S. law.

3. The Republic of Poland will take legal responsibility for damage or loss resulting from the operation of elements of the United States ballistic missile defense system deployed on the Base if the Republic of Poland determines, given the circumstances, that it should bear responsibility for such damage or loss because such damage or loss was the result of actions or negligence by the Republic of Poland.

4. The Parties shall consult on the most appropriate way to handle any other claim, including a claim by a third party, that is not covered by the NATO SOFA. In the event of such a claim against the Republic of Poland for loss or damage, including for loss or damage outside the territory of Poland, attributable to the operation of ground-based ballistic missile defense interceptors deployed in the territory of Poland, the United States shall provide appropriate assistance and legal support to the Republic of Poland with respect to any such claim, including any litigation arising therefrom. The United States will give sympathetic consideration to a request from the Republic of Poland for reimbursement of a final judgment from a claim based on damage or loss attributable to

the operation of ground-based ballistic missile defense interceptors deployed in the territory of Poland.

5. Nothing in this Article constitutes a waiver of sovereign immunity by either of the Parties.

Article XV
Implementation and Settlement of Disputes

1. As appropriate, the Parties and their designees may enter into implementing arrangements to carry out the provisions of this Agreement.

2. Disputes concerning the interpretation or application of this Agreement, including disputes between the commanders concerning the day-to-day operation of the Base, shall be resolved at the lowest competent level by means of consultation between the Parties. A dispute may be submitted for further consideration, and, where possible, resolution, to the Joint Commission to be established by the Parties, but it may not be referred to any national or international court, tribunal, or other similar body, or any third party for settlement.

Article XVI
Entry into Force, Amendment, and Duration

1. This Agreement shall enter into force in accordance with the internal laws of each Party and upon the date of the later of the written notifications whereby the Parties inform each other that all their internal procedures necessary to bring this Agreement into force have been fulfilled.

2. This Agreement shall remain in force for an initial period of twenty years, and be automatically renewed for five-year periods unless either Party notifies the other in writing at least two years prior to the expiration of the initial twenty-year period or a succeeding five-year period of its intent to terminate the Agreement.

3. This Agreement may be amended by written agreement of the Parties.

4. This Agreement may be terminated at any time by either Party upon a two-year written notice to the other Party.

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

DONE at _____, this ____ day of _____, in duplicate, in the English and Polish languages, both texts being equally authentic.



FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF
THE REPUBLIC OF POLAND:

Annex

The U.S. ground-based ballistic missile defense site is located in the Closed Area on the territory of Poland in the locality of Slupsk-Redzikowo. The site, which is depicted on the appended map, includes the Base, Facility, and Missile Defense Complex, as defined in Article II of the Agreement.

The boundaries of the Base, Facility, and Missile Defense Complex at the site are as shown in the appended map. The Parties may update the map by entering into a specific implementing arrangement for that purpose.

The Missile Defense Complex shall be composed of:

- a. administrative, maintenance, storage and repair facility;
- b. water supply facility;
- c. utility distribution facility;
- d. primary power plant;
- e. emergency back-up power generators;
- f. electrical distribution substation;
- g. fiber optic communications distribution facility;
- h. satellite communications systems for data and voice;
- i. in-flight interceptor communications system facilities;
- j. fuel storage and distribution facility for back-up power generators;
- k. propellant storage facility;
- l. oxidizer storage facility;
- m. security entrance and exit control station;
- n. security monitoring facility;
- o. interceptor field mechanical-electrical building;
- p. interceptor field consisting of ten silos;
- q. interceptor monitoring facility;
- r. interceptor receiving and processing facility; and
- s. interceptor components storage igloos.

The number of members of the U.S. force and the civilian component deployed initially at the Base shall not exceed 500.

Appendix:
Base Map

August 20, 2008

DECLARATION ON STRATEGIC COOPERATION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF POLAND

The United States of America (the United States) and the Republic of Poland (Poland) share a history of close ties between our people and our values, a commitment to democracy, a close defense relationship, and a willingness to confront common dangers and threats.

We believe that the development of durable and long-term strategic cooperation will increase the security of the United States and Poland, as well as the security of the North Atlantic area. The cornerstone of the U.S.-Poland security relationship is the solidarity embodied in Article 5 of the North Atlantic Treaty, which provides that an armed attack against one NATO country shall be considered an armed attack against them all. The United States and Poland recognize the importance of enhancing their individual and collective national security by working within the North Atlantic Treaty Organization (NATO), the United Nations, and other international organizations, consistent with the United Nations Charter and international law.

Within the context of, and consistent with, both the North Atlantic Treaty and the U.S.-Poland strategic partnership, the United States is committed to the security of Poland and of any U.S. facilities located on the territory of the Republic of Poland. The United States and Poland will work together to counter emerging military or non-military threats posed by third parties or to minimize the effects of such threats. The increased strategic cooperation described herein would enhance the security of the United States and Poland.

Today, both nations face a growing threat from the proliferation of weapons of mass destruction (WMD) and associated delivery systems. Missile defenses, including an interceptor base in Poland, provide a necessary and critical capability that can be used to defend both nations, and other NATO Allies, from long-range missile threats, thus enhancing the security of the United States, Poland, and the North Atlantic area.

Cooperation on missile defense strengthens the strategic partnership between the United States and Poland. Both nations believe that such cooperation will bring long-term mutual benefits for their security relationship.

The United States and Poland plan to conclude a number of bilateral agreements that are intended to enhance defense and security cooperation between the United States and Poland.

The United States and Poland intend to enhance their security through cooperation in the following areas:

POLITICAL-MILITARY COOPERATION

In pursuit of this shared vision of broader and deeper U.S.-Poland strategic cooperation, the United States and Poland decided that the Strategic Cooperation Consultative Group (SCCG) will serve as the primary mechanism for furthering the U.S.-Poland strategic relationship. The SCCG will be composed of senior representatives from the Department of State and Department of Defense in the United States, and the Ministry of Foreign Affairs and Ministry of National Defense in Poland. The SCCG will meet regularly or upon the request of the United States or Poland and may establish working groups such as the High-Level Defense Group (HLDG). The SCCG complements the work being done in other areas, including the existing U.S.-Poland Strategic Dialogue and Joint Staff Talks. In addition to cooperation on missile defense, for the purpose of strengthening mutual defense cooperation between the United States and Poland within the framework of Article 3 of the North Atlantic Treaty, the United States and Poland intend, through the SCCG, to:

- Consult regarding the security of the United States and Poland, and provide each other relevant information in this area in order to make evaluations and

recommendations to both countries' competent authorities regarding appropriate actions;

- Consult on important new initiatives that could be discussed in NATO;
- Consult on the use and development of the U.S. missile defense system, recognizing that this system contributes to the defense of the United States and Poland as well as their allies;
- Work to strengthen the operational capabilities of their respective Armed Forces, thereby enhancing contributions to the Alliance and its effectiveness. In furtherance of this objective, the United States will endeavor to assist Poland in transforming and modernizing its Armed Forces;
- Explore opportunities to provide defense equipment and related materials, in accordance with each country's laws and regulations, with the purpose of improving the interoperability, sustainability, and deployability of Poland's Armed Forces;
- Cooperate to transfer defense equipment, services, training, and other assistance to Poland, in accordance with each country's laws and regulations;
- Develop and strengthen capabilities to combat the proliferation of weapons of mass destruction and terrorism;
- Support joint and combined exercises and exchanges;
- Collaborate in multinational operations when it is in the common interest of the United States and Poland;
- Cooperate with Poland in its effort to refine its defense acquisition process;
- Conduct political/military exchanges that support and extend security cooperation;
- Periodically review the implementation of agreements between the United States and Poland related to the security of both countries; and
- Address other areas of mutual interest.

The United States and Poland intend to expand air and missile defense cooperation. In this regard, we have agreed on an important new area of such cooperation involving the deployment of a U.S. Army Patriot air and missile defense battery in Poland. We intend to begin this cooperation next year and to expand it with the aim of establishing by 2012 a garrison to support the U.S. Army Patriot battery. The Government of Poland intends to provide an appropriate site, infrastructure, and facilities for this garrison acceptable to both parties. Our cooperation in this area will include joint training opportunities that will enhance Polish air defense capabilities. In the coming months, we intend to reach agreement on the specific arrangements that will enable this cooperation to begin. These steps reflect the commitment of the United States to an expanded defense relationship with Poland.

The United States remains committed to assist Poland with the modernization of its Armed Forces. The United States and Poland have conducted extensive discussion regarding threats facing Poland, the current capabilities of the Polish Armed Forces, and shortfalls in that respect. The joint Defense Modernization Working Group has made a significant effort in order to address these issues. The United States recognizes that this assistance will strengthen Poland's contributions to the NATO Alliance and facilitate strategic cooperation between the United States and Poland. Poland acknowledges and appreciates the important assistance provided by the United States in the past to Polish military modernization efforts. The United States intends to provide substantial assistance to support Poland's military modernization efforts in the future.

INFORMATION SHARING

The United States and Poland recognize that countering new challenges and threats to international security, especially from terrorism and the proliferation of WMD, requires closer cooperation on information sharing. For the purpose of strengthening defense cooperation between the United States and Poland within the framework of Article 3 of the North Atlantic Treaty, the United States intends to:

- Provide missile defense situational awareness to Poland;
- Provide information regarding threat assessments associated with U.S. military facilities, assets, and personnel present on the territory of Poland;

- Establish a process for Poland to request information from the United States that pertains to intelligence or warning/threat information associated with U.S. military facilities, assets, and personnel present on the territory of Poland.

DEFENSE INDUSTRIAL AND RESEARCH AND TECHNOLOGY COOPERATION

The United States and Poland are committed to promoting defense industrial and research and technology armaments cooperation between both nations. In this regard, both nations recognize the importance of strict enforcement of export laws, regulations, and policies for defense goods, services, and technology and compatible industrial security practices. Both nations intend to identify projects that may be candidates for cooperative research, development, production, or procurement. Both nations recognize that cooperative research, development, production, and procurement enable sharing of technology and foster interoperability among the armed forces of both nations, which are committed to joint and coalition operations. Both nations further recognize that technology, research, and development are indispensable for maintaining an effective defense industrial base and therefore recognize the need to use the limited resources available for governmental defense-related research and development in an efficient and effective manner. Both nations intend to seek opportunities to:

- Explore joint investments in the field of industrial security and defense technology;
- Support and develop research and development activities in the field of defense technology;
- Support the development of deeper industrial and technological cooperation, in accordance with each country's respective laws and regulations;
- Develop, negotiate, and conclude international agreements to support industrial and research and technology armaments cooperation consistent with national policies; and
- Additionally, as part of expanded defense-related industrial cooperation, the United States and Poland intend to conclude a Ballistic Missile Defense (BMD) Framework Agreement to enable the parties to explore opportunities for cooperative research, development, testing, and evaluation, including industry-to-industry cooperation, related to ballistic missile defense systems. The United States has concluded such agreements with a limited number of close allies. The BMD Framework Agreement is intended to enable both countries to continue to expand the important missile defense cooperation being undertaken through the bilateral agreement to base missile defense interceptors in Poland.