

b. Access to either Party's facilities will be subject to clearance through normal diplomatic channels.

c. Access by aircraft and vessels will be subject to the payment of fees and charges levied in accordance with existing laws and regulations as amended from time to time;

d. Vessels, vehicles and aircraft which are the property of the United Kingdom Visiting Forces, or on charter to them and for the time being exclusively in their service, will be exempt from any form of Kenyan compulsory insurance, registration, licensing or compulsory testing. Within the provisions of United Kingdom law, reciprocal arrangements will be extended to Kenyan Visiting Forces.

SECTION 11

PROVISION OF TRAINING AREAS IN THE REPUBLIC OF KENYA

11.1 Training in designated and gazetted areas in Kenya will take place under the following provisions:

a. Bookings for training in those areas are to be made nine (9) months in advance and guaranteed allocation will be confirmed by the Ministry of State for Defence six (6) months in advance.

b. The booking will specify duration, nature of training, equipment and size of troops taking part.

c. The Kenyan Service Authorities will provide liaison staff or undertake joint training with the Visiting Forces throughout the military exercise period, including the planning, execution and recovery stages within Kenya.

d. The Kenyan Service Authorities will be responsible for taking appropriate measures to warn against any form of interference.

e. Military training involving live firing including high trajectory ammunition will require clearance from the Directorate of Civil Aviation through the Ministry of State for Defence.

f. Training will be regulated in strict compliance with existing British and Kenyan military safety and clearance procedures and rules including a joint annual unexploded ordnance clearance validation exercise in order to prevent injury, death or other damage to persons and property.

SECTION 12

CLAIMS AND LIABILITIES

12.1 Each Party waives any claim it may have against the other Party or any Service personnel, servant or agents of the other Party for injury (including injury resulting in death) suffered by its Service personnel, servants or agents or for damage to or loss of property owned by it if such injury, death, damage or loss was caused by the acts or omissions of the other Party in the performance of official duties in connection with this arrangement.

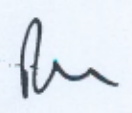
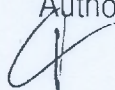
12.2 The authorities of the Host and Sending Parties will assist each other in the carrying out of all necessary investigations into all third party claims, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with such a claim. Where it is established that the Sending Party or its employees or agents are legally liable for such a claim, the authorities of the Host Party will submit a report to the authorities of the Sending Party who will deal with the claim according to the legal liability of the Sending Party.

12.3 The two Parties will cooperate in the procurement of evidence for the examination and disposal of claims for which they are responsible.

SECTION 13

MOVEMENT, ENTRY AND EXIT

13.1 No restriction will be placed on the freedom of entry and exit from Kenya by British Visiting Forces. The Government of Kenya will allow British Visiting Forces freedom of movement and freedom to travel within its territory, (including stopping and anchoring in its waters) and its air space, provided that a request to do so has been received in good time, and that a person who has been declared a prohibited immigrant will not be allowed to enter and a person who is declared a prohibited immigrant while in Kenya will be repatriated or otherwise removed from it by the British Service Authorities at their expense.



13.2 To obtain admittance into Kenya, each member of the British Visiting Forces will be required to produce a valid Service identity card or passport but may be exempted from visas. Dependants and members of the civilian component will be so described in their passports. The civilian components and dependants will be required to produce a valid passport and to pay, or have paid on their behalf any applicable port of entry/exit fees.

13.3 Before a member of the Visiting Forces is discharged from Service, he or she will be repatriated unless a permit or pass for him or her to remain in the Host Country has been first obtained from the Host Government.

13.4 The sending Service Authorities will notify the Host Party if any dependant remains in the Host Country after the departure of the head of family or if any member of the civilian component leaves employment of the departments or authorities of the Sending Party or of an authorized Service organization.

13.5 Where a member of the civilian component or a dependant of the Visiting Forces is declared a prohibited immigrant or a person is repatriated and in order to repatriate such a person as is mentioned in the preceding paragraphs, it is necessary to transport that person, then the sending authorities will provide such transport or, if such transport is not available from their resources, reimburse any cost necessarily incurred by the host authorities.

13.6 Reciprocal arrangements will be extended to Kenyan Visiting Forces in the United Kingdom.

SECTION 14

IMPORTS AND EXPORTS

14.1 British Visiting Forces and their accompanying authorized Service organizations may import free of duty, license or other permit, equipment, material, vehicles, provisions, supplies, mail and other goods required by them or required for the personal use and consumption of these forces. Items so imported may be subjected to inspection at the port of entry in the presence of the Visiting Forces concerned or an authorized representative of British Forces. Such inspection will be conducted expediently by the Kenyan Authorities so as not to unnecessarily delay the movement of essential supplies required by the Visiting Forces.

14.2 Postal articles may be imported into and exported from Kenya by authorized Service postal agencies subject to the production of such articles to the proper authorities for examination in order to ensure compliance with the relevant customs regulations. Postal articles addressed to Naval authorities at sea may be exported without such examination.

14.3 Official Armed Forces couriers may import or export documents and articles without submitting them for examination by customs authorities and other inspection provided that a declaration is made in sufficient time to those authorities of the type and nature of the documents and articles.

14.4 Members of the British Visiting Forces in Kenya may, within three months, of their arrival in Kenya, import free of duty, their personal and household effects, including private motor vehicles and furniture.

14.5 Goods imported duty free may be re-exported freely and without payment of duty. Any disposal of these goods in Kenya by sale or otherwise, unless to a person similarly privileged, will be subject to the payment of duty in accordance with existing regulations.

14.6 Vehicles and articles which are the property of the British Visiting Forces and do not belong to a member of the British Visiting Forces, seized by the Kenyan authorities in connection with an offence against the laws and regulations administered by the customs authorities of Kenya will be handed over to British Service Authorities after proper investigations have been carried out by the Kenyan authorities.

14.7 Each Party will annually provide the other with a proposed schedule of exercises in the other country giving notice of at least one (1) year to each major exercise and specifying the units involved. The sending authorities will provide the Host Party with provisional staff tables of the units involved nine (9) months in advance, showing estimated numbers of personnel and numbers and types of weapons, ammunition, explosives, vehicles and major equipment that it is intended to bring into the country. The Host Party may prohibit the entry of personnel or importation of military stores, provided that notification of such prohibition is given six (6) months in advance of the exercise. The precise numbers of personnel and equipment, which will not differ significantly from original estimates, will be confirmed by the sending authorities at least two (2) weeks before each exercise begins.

14.8 Any weapons, ammunition, explosives, vehicles and major equipment which a Sending Party wishes to import independently for a training exercise, or the intention of

individual Service personnel to visit on official duty, will be notified separately to the Host Authorities. The Host Party may prohibit the entry of personnel or importation of military stores as specified in this sub-paragraph.

14.9 Reciprocal arrangements will be extended to Kenyan Visiting Forces in the United Kingdom.

SECTION 15

TAXATION

15.1 In so far as existing laws, regulations and international agreements permit, the relevant authorities of the Host Nation will ensure that taxes, customs duties and similar charges will not be imposed in connection with this MoU. Where such taxes, customs duties and similar charges are payable, the relevant authorities of the Host Nation will administer them in the manner most favorable to the satisfactory execution of the arrangements described in this MoU.

15.2 Members of the British Visiting Forces in Kenya will be exempt from local income tax and any form of direct taxation or National Insurance contributions on their pay, allowances and other emoluments and benefits (whether in cash in or in kind) paid to them as such members. They will also be exempt from any other form of direct taxations by the Kenyan authorities. They will not be exempt from user charges for public utilities or from charges for other services rendered. Liability to taxation may arise in respect of income from private investments or enterprises undertaken in Kenya according to Kenyan laws and regulations.

15.3 Authorised Service Organisations accompanying the British Visiting Forces in Kenya will be exempt from taxation on any tangible moveable property (excluding private motor vehicles). This paragraph will apply to taxation on such property whether levied in respect of its ownership, possession, use or otherwise.

15.4 Authorised Service Organisations accompanying the British Visiting Forces in Kenya will be exempt from tax on income and profits and will not be liable to the laws of Kenya governing the constitution, management, conduct and taxation of companies or other organizations as such provided that such exemption will not apply to income and profits generated from sale of goods or services to persons other than those specified in this MoU.

15.5 Reciprocal arrangements will be extended to Kenyan Visiting Forces in the United Kingdom.



SECTION 16

FINANCE

16.1 The financial obligations of the Parties will be subject to their respective national laws.

16.2 For any supplies or services which are not provided free of charge by mutual consent, the relevant authorities of the Host Party and the Visiting Forces will negotiate for payment either in cash in kind.

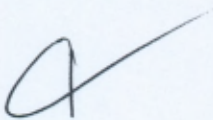
a. **Cash Payments.** The Visiting Forces will pay outstanding balances after receipt of an invoice.

b. **Payment in Kind.** The Visiting Forces may pay by transferring supplies or services that are equal in value to those received if satisfactory to the Host Party.

16.3 The Host Party will not obtain services or commit to any commercial contracts on behalf of the Visiting Forces without prior authorization.

16.4 The Visiting Forces will pay for supplies, equipment or services from commercial sources such as food, vehicle hire, laundry, medical, etc, prior to departure from the territory of the Host Party, unless otherwise contractually determined or unless a dispute regarding cost or receipt of services exists. In case of the latter situation arising, every effort will be made to resolve the dispute as soon as possible in order to expedite settlements of accounts.

16.5 Subject to availability, the Host Party will provide the Visiting Forces's personnel with messing and accommodation to the same standard as would be provided to members of the Host Party 's armed forces.



16.6 The Visiting Forces will not re-transfer logistic support, supplies or services, either temporarily or permanently, to another nation or organization without written consent of the authorities of the relevant Host Party.

16.7 Further detailed financial arrangements, including those for settlement of accounts, may be specified as required in Implementing Arrangements.

SECTION 17

REMITTANCE OF FUNDS

17.1 Remittance between the territory of Kenya and the territory of the United Kingdom will be permitted in respect of:

- a. Funds derived by members of the British Visiting Forces from services or employment in connection with their official duties in Kenya.
- b. Official funds of the British Visiting Forces and authorized service organizations accompanying them in Kenya.
- c. Funds derived by members of the British Visiting Forces from sources outside Kenya subject to any Kenyan laws or regulations in that respect.
- d. Funds derived by members of the British Visiting Forces arising from the disposal, in anticipation of departure from Kenya, personnel effects, furniture, motor vehicles and other property which at the time of importation, were officially recorded with the Government of Kenya as being items for use by members of the British Visiting Forces.
- e. Funds derived from the sale of locally acquired personal effects, furniture, motor vehicles and other property, purchased with funds from external sources, provided documentary proof of the acquisition and sale of such items is provided to the Kenyan Service Authorities.

17.2 Reciprocal arrangements will be extended to Kenyan Visiting Forces in the United Kingdom.

SECTION 18

IDENTIFICATION

18.1 Visiting Forces must carry passports or Service identity cards with them at all times. The host authorities may issue such identity documents as they deem necessary for Visiting Forces training or otherwise in military establishments.

18.2 Visiting Forces' ships, aircraft, vehicles, stores, equipment, weapons and provisions may carry distinctive identification such as their national flag and markings such as military insignia, titles and official symbols.

SECTION 19

VEHICLE REGISTRATION AND DRIVING LICENCES

19.1 All vehicles belonging to the British Visiting Forces in Kenya will be registered with the British Service Authority and a copy of the register made available on request to the relevant Kenyan Service and Civilian authorities. Registration numbers are to be applied to all vehicles in accordance with Kenyan and British Armed Forces practice.

19.2 The authorities of Kenya and United Kingdom will accept as valid current national driving licenses, international driving licenses or service driving licenses issued by each respective Party to its Armed Forces, Civilian component or dependant in accordance with its domestic laws.

19.3 Within the provisions of United Kingdom law, reciprocal arrangements will be extended to Kenyan Visiting Forces in the United Kingdom

SECTION 20

TRAINING COSTS AND SALARIES

20.1 Both Parties may charge fees for training courses, to include tuition, food, accommodation, training aids and transport. Such fees will be determined between the two Parties when places on training courses are applied for. Each Party will be responsible for paying the salaries of its military personnel and civilian component in the other country.

SECTION 21

INVESTIGATION PROCEDURES FOR ACCIDENTS

21.1 Investigation of an accident or incident involving the Visiting Forces is the responsibility of the authorities of the Party on whose territory the accident or incident under investigation occurred. The Sending Party will, in the spirit of this MoU, cooperate with requests for information and evidence, as may be made by the Chairperson of the inquiry as part of their deliberations. The Visiting Party will be provided with a copy of the Inquiry report.

21.2 The Visiting Party will be entitled to have an observer present at any Inquiry carried out by the Service Authorities of the Host Party. Except when requested to do otherwise by the Host Party, the observer will not have the freedom to cross-examine, or to participate in any other way and will not be present when the Inquiry is deliberating on its findings and recommendations. The observer will normally be no higher in corresponding rank than the Chairperson of the Inquiry.

21.3 A visiting Party may conduct further investigations into an accident or incident in the territory of the Host Party as may be required by its laws or regulations. Any requests for information for use in the pursuit of such investigations will be given sympathetic consideration by the Host Party.

SECTION 22

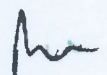
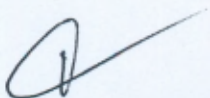
MEDICAL, OPTICAL AND DENTAL

22.1 At the time of their departure for the Host Country, Visiting Forces personnel will be medically and dentally fit. The Sending Party will be responsible for arranging the provision, and for meeting the cost of, medical, optical and hospital treatment (including the provision of spectacles and dentures) of Visiting Forces, and for arranging evacuation in the event that suitable treatment is not available locally. The Host Party may be requested to provide treatment where possible. Charges may be payable for such treatment.

SECTION 23

HANDLING THE DEATH OF A MEMBER OF THE VISITING FORCES

23.1 The death of a member of the Visiting Forces in the Host Nation will be reported to the relevant Host Nation and Visiting Forces authorities. The death will be certified by an accredited doctor of the Host Nation who will issue the certificate.



23.2 If the Host Nation authorities require that an autopsy be carried out on the deceased, this will be done by a doctor of the Host Nation nominated for the purpose. The Host Nation will notify the Commander of the Visiting Forces prior to an autopsy taking place. A doctor appointed by the Visiting Forces authorities may also attend the autopsy which will take place at a time and location stipulated by the Host Nation.

SECTION 24

PROTECTION OF INFORMATION

24.1 Any classified information or material exchanged or generated in connection with this MoU will be used, transmitted, stored, handled and safeguarded in accordance with the respective Governments' applicable laws and regulations. There is to be no disclosure of such information to any third party without the prior written consent of the originating Government.

24.2 Each Party will permit visits to its establishments and facilities by Visiting Forces of the other Government, provided that the personnel have the appropriate security clearances, and that visits have been authorized in advance by the appropriate Service Authorities.

SECTION 25

SETTLEMENT OF DISPUTES

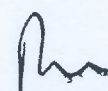
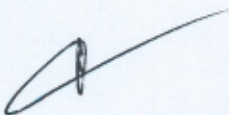
25.1 All disputes connected with the implementation of this MoU will be resolved by consultation or negotiation between the Parties and will not be referred to any national or international tribunal or third party for settlement.

SECTION 26

ENTRY INTO EFFECT, DURATION, AMENDMENT AND TERMINATION

26.1 This MoU supersedes the Memorandum of Understanding between the Government of the Republic of Kenya and the Government of the United Kingdom of Great Britain and Northern Ireland on Visiting Forces, signed in duplicate in Nairobi on 9 February 2006. It will come into effect on the date of the last signature and will remain in effect for a period of five (5) years, at the end of which it may be renewed for a further period, as decided by the Parties. This MoU may be amended at any time, in writing, by mutual consent of the two Parties.

26.2 This MoU may be terminated by either Party by giving the other six (6) months written notice of termination. If the MoU is terminated or it is not renewed, the



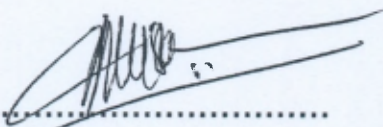
provisions relating to jurisdiction, the treatment of claims, the protection of information and the financial arrangements between the Parties will remain in effect for as long as necessary. In the event of termination, the Parties will negotiate the costs arising from termination.

The foregoing represents the understandings reached between the Government of the Republic of Kenya and the Government of the United Kingdom of Great Britain and Northern Ireland.

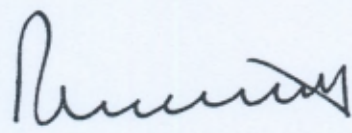
Signed at *Nairobi* this *21st* Day of *April* Year Two Thousand and Ten

FOR THE GOVERNMENT OF
THE REPUBLIC OF KENYA

FOR THE GOVERNMENT OF
THE UNITED KINGDOM OF
GREAT BRITAIN AND
NORTHERN IRELAND


.....
The Honourable
Mohamed Yusuf Haji EGH MP

Minister of State for Defence


.....
His Excellency Mr Robert Macaire
CMG

British High Commissioner

