

TECHNICAL COOPERATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE KINGDOM OF SAUDI ARABIA

In recognition of the good relations existing between the Kingdom of Saudi Arabia and the United States of America (the Parties), and of the mutual desire to further this relationship,

And desirous of facilitating the transfer of technical knowledge, advice, skills and resources from United States to the Kingdom of Saudi Arabia in the areas of critical infrastructure protection and public security, including border protection, civil defense capabilities, and coast guard and maritime capabilities,

The Parties agree that:

1. The United States will make available for sale to the Saudi Arabian Ministry of Interior (MOI), for the purpose of assisting the Kingdom in the development of its capacity in the areas of critical infrastructure protection and public security, including border protection, civil defense capabilities, and coast guard and maritime capabilities, articles and services, including technical assistance as provided for in subsequent project-specific agreements between the Kingdom of Saudi Arabia and the United States. Such technical assistance may include provision of advice, training and equipment and other resources. The United States will provide the MOI with technical assistance directly or through U.S. Government contractors, or will facilitate the procurement by the Kingdom of Saudi Arabia of such knowledge, skills and resources from private U.S. organizations.
2. All U.S. assistance upon the advance of funds by the Kingdom of Saudi Arabia to the United States under this agreement will be done pursuant to subsequent project-specific agreements. The Kingdom of Saudi Arabia will pay all costs for services performed, equipment provided and expenses incurred by the United States under these project-specific agreements. The United States will pay for all costs of U.S. Government direct-hire employees assigned to the Kingdom of Saudi Arabia to perform services under this Agreement.
3. The Kingdom of Saudi Arabia will establish a dollar disbursement account in the United States Treasury. Any funds required by the United States for agreed-upon projects will be deposited by the Kingdom of Saudi Arabia in the account in such amounts and at such times as are mutually agreed, and the

United States may draw on this account in the amount so agreed. If upon termination of this agreement there are funds remaining in the special account after all expenses have been paid, such funds will be refunded to the Kingdom of Saudi Arabia.

4. U.S. Government personnel who are assigned to perform services under this Agreement will be attached to the Embassy of the United States of America in the Kingdom of Saudi Arabia and will be entitled to the corresponding privileges and immunities of the administrative and technical staff of the Embassy unless otherwise agreed by the Parties. U.S. contractors in Saudi Arabia under this Agreement will be accorded immunity for all acts done in furtherance of the Agreement.
5. The United States may make available training in the United States, or may arrange visits designed to assist in the acquisition of specialized technical or professional knowledge, for selected employees of the MOI. The number of participants and the kind and duration of training shall be mutually agreed between the Kingdom of Saudi Arabia and the United States. Funds for expenses associated with this training will be withdrawn from the account established pursuant to paragraph 2 above.
6. The Parties will establish a Joint Commission on Infrastructure and Border Protection (the Commission). The Commission will be headed by the Under Secretary of State for Political Affairs for the United States and by the Assistant Minister of Interior for Security and Internal Affairs for Saudi Arabia. Its purpose will be to develop and oversee implementation of programs under this Agreement.
 - a. The Commission members will include representatives from the Departments of State, Energy, Homeland Security, Defense, and possibly other agencies from the United States side. For the Saudi side, it will include representatives from the Ministry of Interior and possibly other Saudi government ministries or departments.
 - b. Joint Working Groups will be established as needed to consider specific project proposals in the areas specified in this Agreement or to review implementation issues regarding such projects. All specific work-program activities will be discussed through the relevant Joint Working Group on a case-by-case basis. These could include the following: a Joint Working Group on border protection issues; a Joint Working Group on civil defense issues; and a Joint Working Group on maritime protection issues.

- c. The first formal meeting of the Commission will take place in Saudi Arabia, at a mutually agreed-upon time. The two sides will strive to meet thereafter on a semi-annual basis, with one meeting in Riyadh and one meeting in Washington, D.C.
 - d. The Joint Working Group on Critical Energy Infrastructure Protection will continue its ongoing efforts, pursuant to the December 7, 2006, Memorandum of Understanding between the United States and the Kingdom of Saudi Arabia. However, it will become a part of the Commission.
7. The Kingdom of Saudi Arabia agrees that no claim will be brought by Saudi Arabia against the United States or its employees or contractors that may arise as a result of the articles or services, including technical services furnished under this Agreement or under subsequent agreements for agreed-upon projects under this Agreement, and further agrees to hold the United States harmless against any and all claims that may arise as a result of the articles or services, including technical services furnished under this Agreement.
8. Assistance provided by the United States under this Agreement will be subject to U.S. law and regulations.
9. The duration of this Agreement will be five years, subject to revision or extension, as mutually agreed. This Agreement enters into force upon signature of the Parties. This Agreement may be terminated at any time by either Party with ninety days' advance written notice.

Signed at Riyadh on the 16th day of May, 2008, in duplicate, in the English and Arabic languages, both texts being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES
OF AMERICA



CONDOLEEZZA RICE

Secretary of State

FOR THE GOVERNMENT OF
THE KINGDOM OF
SAUDI ARABIA



NAYIF BIN ABDULAZIZ
AL-SAUD

Minister of Interior