



**TREATY SERIES 2010
N° 12**

**Agreement between the Government of Ireland and the
Government of the United States of America on
Air Transport Preclearance**

Done at Washington D.C. on 17 November 2008

Notifications of the completion of the procedures required for the entry into force of
this Agreement exchanged on 4 August 2009

Entered into force on 4 August 2009

Presented to Dáil Éireann by the Minister for Foreign Affairs

**AGREEMENT BETWEEN THE GOVERNMENT OF IRELAND AND THE
GOVERNMENT OF THE UNITED STATES OF AMERICA ON AIR
TRANSPORT PRECLEARANCE**

The GOVERNMENT OF IRELAND and the GOVERNMENT OF THE UNITED STATES OF AMERICA (hereinafter, “The Parties”),

CONSIDERING the benefits to Ireland and the United States of preclearance in Ireland in respect of United States’ immigration, customs, and other border controls and having regard to the success of existing arrangements in respect of preinspection introduced pursuant to the Agreement between Ireland and the United States of America on Preinspection signed at Dublin 25 June 1986 and supplemented by the agreement effected by an exchange of notes at Washington 31 March 1988,

AGREE as follows:

*Article 1
Definitions*

1. “**Air carrier**” means any undertaking (meaning a business entity or person) that provides air transport services for passengers pursuant to a valid operating certificate or licence for remuneration, hire or other consideration;
2. “**Air industry**” means scheduled/charter Air carriers and, if applicable, any Private aircraft owner/operator;
3. “**Aircraft commander**” means any person serving on a Private aircraft who is in charge or has command of its operation and navigation;
4. “**Airport authority**” means the body responsible for the management, operation and development of an airport or airports at which Preclearance services are provided in accordance with this Agreement;
5. “**Eligible flight**” means any commercial scheduled/charter flight, including ferry flights (crew only), and any flight by Private aircraft, that has requested and been approved for Preclearance service;
6. “**Goods**” means personal effects, baggage, wares of any description, animals and plants and their products, currency and other monetary instruments, and any document in any form;
7. “**Ireland**” means Ireland and its Government (including any Government Department, Department official or other party authorized to act on behalf of the Irish State in relation to any provision of this Agreement);
8. “**In-Transit Preclearance**” means the Preclearance of passengers and their Goods, as well as aircraft, coming from third countries that do not formally enter Ireland;

9. **“In-Transit Preclearance area”** means all or part of a Preclearance area that is used for In-Transit Preclearance;
10. **“Irish law enforcement officer”** means a member of An Garda Síochána, and/or an Officer of Customs and Excise;
11. **“Preclearance”** means the procedure of conducting in the territory of one Party, all or any examination and/or inspection required for entry/admission into the territory of the other Party;
12. **“Preclearance area”** means a designated, limited and operationally contiguous part of an airport within which Preclearance operations are effected in respect of individuals, Goods and aircraft;
13. **“Preclearance facility”** means the physical inspection infrastructure, to include any offices and examination areas as well as any equipment required for the processing of passengers and their Goods (including, where applicable, in-transit passengers and goods).
14. **“Preclearance officer”** means a U.S. Customs and Border Protection (CBP) official authorized by Ireland to carry out Preclearance in Ireland.
15. **“Private aircraft”** means any aircraft engaged in a personal or business flight which is not carrying passengers and/or cargo for commercial purposes;
16. **“Post clearance”** means the clearance of aircraft, crew, passengers and Goods upon arrival in the United States;
17. **“Travellers”** means any air passengers or crewmembers seeking entry/admission to the United States using Preclearance;
18. **“United States”** means the United States of America, its Government and/or any United States agency associated with Preclearance operations, and in particular CBP.

Article 2

General

1. Nothing in this Agreement shall be construed as diminishing the rights enjoyed by individuals under the Constitution and laws of Ireland and, where applicable, the United States.
2. Ireland shall designate areas at an airport in which Preclearance is sought to be a “Preclearance area” or an “In-Transit Preclearance area.”
3. Before designating an area to be a Preclearance area, Ireland shall consult with officials from the relevant Airport authority in order to seek their recommendations on the precise location of any Preclearance facility and, if applicable, In-Transit Preclearance facilities.

4. The Parties to this Agreement shall consult regarding, *inter alia*, the proposed boundaries and location of any and all Preclearance areas prior to formal designation by Ireland in accordance with paragraph (2) of this Article.
5. The laws of Ireland shall at all times apply in Preclearance and In-Transit Preclearance areas.
6. Ireland shall ensure that Travellers, Air carriers and Aircraft commanders that wish to avail of Preclearance services in Ireland can do so on condition that they recognise and consent to the right of the United States to grant or refuse Preclearance in accordance with its laws.
7. In order to ensure the sterility of the Preclearance area, entry shall be restricted to the following classes of person:
 - a) Preclearance officers and other U.S. personnel authorized by CBP;
 - b) Travellers;
 - c) Irish law enforcement officers acting in the course of their duty; and
 - d) Personnel authorized by the Airport authority who require entry for a purpose relating to their employment.
8. Travellers who enter a Preclearance area shall be required to report and declare their Goods to a Preclearance officer without delay for the purpose of enabling the Preclearance officer to carry out his or her functions in accordance with this Agreement.
9. Subject to the provisions of Article IV of this Agreement, Travellers who withdraw their application for Preclearance shall be free to leave the Preclearance area at any time.
10. The Parties shall establish mutually acceptable standard operating procedures concerning Preclearance, including, but not limited to, protocols to apply to screening of aircraft, Travellers and/or their Goods, and may include protocols regarding In-Transit Preclearance procedures and on-board duty free sales, if applicable.
11. Nothing in this Agreement shall limit the right of Ireland to refuse entry of persons into Ireland and to enforce, *inter alia*, any existing or future laws relating to immigration, residence and/or protection.
12. Nothing in this Agreement shall affect the right of Ireland to refuse permission to any aircraft to enter Irish airspace or land at an Irish airport. Nor shall any provision of this Agreement be construed as diminishing the right of Ireland to inspect and/or search any aircraft that lands on Irish territory.
13. Nothing in this Agreement changes or modifies the existing domestic laws of the United States or affects the rights and obligations of the Parties under other international agreements or treaties.

14. Nothing in this Agreement affects the authority of the United States to apply and enforce its civil and criminal laws (including any laws with extraterritorial effect) within its own territory.

15. Expenses incurred by the United States in the performance of this Agreement shall be subject to applicable U.S. law and regulations.

Article 3 *Provision of Preclearance*

1. The United States shall commence Preclearance services in Ireland on the date of entry into force of this Agreement subject to, and provided that:

- a) A suitable Preclearance facility or facilities is/are being made available;
- b) The facility or facilities meet(s) CBP Airport Technical Design Standards;
- c) Standard operating procedures regarding the provision of Preclearance and/or In-Transit Preclearance services in accordance with Article II(10) have been established by the Parties; and
- d) The conditions in paragraph (5) of this Article have been satisfied.

2. In developing or modifying its Preclearance facility requirements applicable in Ireland, the United States shall consider the views of the local Air industry and Airport authorities and shall obtain the consent of Ireland, which consent shall not be unreasonably withheld.

3. Where modifications to Preclearance area and/or facilities are required to achieve compliance with the requirement of one or both Parties to this Agreement, the Party/Parties concerned shall consult with the relevant Airport authority and agree such modifications and establish a reasonable time frame for implementation of such modifications in consultation with the Airport authority. Where agreement cannot be reached with the relevant Airport authority, the Party/Parties concerned shall refer the matter to the U.S./Ireland Preclearance Consultative Group pursuant to Article XI of this Agreement.

4. In-Transit Preclearance procedures shall be considered and may be adopted at any airport upon agreement of the Parties hereto.

5. The provision of Preclearance services at an Irish airport shall be contingent upon:

- a) The existence of sufficient traffic to make feasible the efficient operation of the Preclearance facility;
- b) The provision of adequate and appropriate security arrangements, including law enforcement support in accordance with Article IV(2), to ensure the safety of Preclearance officers, Travellers and airport personnel;
- c) Adequate and appropriate security arrangements in respect of the Preclearance facility to protect against intrusion or damage and to protect the official archives and documents held at such facilities;

- d) Each Airport authority establishing, implementing and maintaining an acceptable plan for coordinating Air carrier and Aircraft commander requests for the Preclearance of flights; and
- e) Each Airport authority permitting the installation and operation by the United States of such communications and inspection aids as are required.

6. Where an issue arises which may place Preclearance operations at serious risk, the United States may request immediate consultations with the appropriate authorities in accordance with Article XI. If the matter is not resolved by that forum within 30 days, the matter shall be referred to the Parties for resolution.

7. Any decision to terminate Preclearance services at a Preclearance location shall be a joint decision by written agreement of the Parties, following consultation with the relevant Airport authority and local Air industry, and shall be based upon relevant factors, including national security interests and/or sustained and substantial decreases in air traffic.

Article 4 *Ireland's Obligations*

1. Ancillary Powers

Ireland shall permit Preclearance officers to determine whether to grant or refuse Preclearance to any aircraft and/or individual seeking Preclearance to the United States. In order to facilitate the effective operation of Preclearance, Ireland shall permit Preclearance officers to exercise the following ancillary powers within the Preclearance area:

a) Inspection

Preclearance officers shall be authorized by law to:

- i) Conduct voluntary inspections and/or assessments of individuals, as well as any Goods in their possession, seeking Preclearance for entry/admission into the territory of the United States; the profit tax;
- ii) Examine any aircraft seeking Preclearance (including all Goods in, or to be loaded onto, the said aircraft, as well as aircraft stores) with a view to determining whether or not to grant Preclearance for onward passage to the United States; and
- iii) Request the assistance of An Garda Síochána or another appropriate Irish law enforcement officer regarding the screening of any Traveller, aircraft or Goods for Preclearance purposes.

b) Search

Preclearance officers shall be authorized by law to exercise the following powers of search:

- i) Subject to the consent of the person concerned, conduct personal searches (pat-down search, partial body search and search of Goods) of any Traveller or other individual entering the Preclearance area;
- ii) Conduct non-voluntary searches (immediate pat-down search, partial body search and search of baggage and/or other personal effects) of any Traveller or other individual entering the Preclearance area reasonably suspected of carrying a weapon or of posing an immediate threat to the safety of officers or other individuals in the Preclearance area. In exercising this power, a Preclearance officer shall use no more force than is reasonable in the circumstances as he or she believes them to be; and
- iii) Request the assistance of a member of An Garda Síochána and/or an Officer of Customs and Excise to conduct a search of any person reasonably suspected of having made a false declaration or of being in possession of an article, substance or Goods the possession and/or export of which is controlled or prohibited under Irish law and/or any person reasonably suspected of carrying a weapon or of otherwise posing a threat to the safety of officers or other individuals in the Preclearance area. the capital gains tax.

c) Detention

Preclearance officers shall be authorized by law to exercise the following limited powers of detention:

- i) Hold, pending the arrival of a member of An Garda Síochána and/or an Officer of Customs and Excise, any Traveller or other individual reasonably suspected of having committed an indictable offence under Irish law, for a period no greater than is necessary to obtain the above assistance;
- ii) Hold, pending the arrival of a member of An Garda Síochána and for a period no greater than is necessary to obtain Garda assistance, any Traveller or other individual reasonably suspected of having obstructed or having sought to obstruct a Preclearance officer in the exercise of his or her powers and duties under this Agreement; and
- iii) Hold, pending the arrival of a member of An Garda Síochána and/or an Officer of Customs and Excise, and for a period no greater than is necessary to obtain such assistance, any Private aircraft reasonably suspected of conveying or facilitating the conveyance of Goods in violation of Irish law.

In exercising these powers, a Preclearance officer shall use no more force than is reasonable in the circumstances as he or she believes them to be.

d) Collections, Seizure and Forfeiture

Without prejudice to the rights exercisable by An Garda Síochána and/or an Officer of Customs and Excise to seize and retain items required as evidence in the prosecution of an offence under Irish law and without prejudice to the right of the United States to request the transmission in accordance with Irish law and applicable international agreements of any item of evidence required in the prosecution in the United States of an offence, Preclearance officers shall be authorized by law to exercise the following powers:

- i) Take possession of any item the subject of a false declaration or a failure to declare, where the possession and/or export of the item or items does not constitute an offence under Irish law, and thereafter deliver such items to an Irish law enforcement officer for the purpose of seizure in accordance with Irish law;
 - ii) Request return of items held by Ireland after the expiration of 6 weeks;
 - iii) Transfer said items to the United States;
 - iv) Require, as a pre-condition to the grant of Preclearance, the payment of a sum of money equivalent to that which would constitute the applicable duty, tax, fee and/or penalty payable by an individual importing into the United States those Goods or items in the possession of the individual seeking Preclearance; and
 - v) Require, as a pre-condition to the grant of Preclearance, the voluntary surrender of any Goods in the possession of the individual the importation of which into the United States is prohibited or regulated under the laws of the United States.
- e) Return to Preclearance facility

Without prejudice to the foregoing powers that may be exercised by Preclearance officers within the Preclearance area, where a Preclearance officer deems it necessary to review a decision to grant Preclearance to a Traveller, he or she may request the individual to return to the Preclearance facility and, where necessary, may request the support of An Garda Síochána to ensure that the individual whose Preclearance status is under review does not board a precleared flight or otherwise jeopardise or prejudice the status of a flight pre-cleared for entry into the United States.

2. Security

Ireland shall, through An Garda Síochána, provide appropriate and sufficient law enforcement support as is required to maintain the proper and effective functioning of Preclearance and to ensure the security of the Preclearance area and safety of Preclearance officers, Travellers and airport staff. Security arrangements shall be reviewed by An Garda Síochána from time to time as may be required. In conducting such reviews, An Garda Síochána shall take into account any representations made by the United States.

3. Information and Training

The Parties shall mutually arrange for the provision of information and training. Ireland shall, if requested, arrange for the provision of information and/or training for Preclearance officers regarding the laws of Ireland relevant to the powers and duties exercised by Preclearance officers working in Ireland. The United States shall, if requested, provide information and/or training in accordance with Article V(6).

4. Right of Redress

Ireland shall make such provision in law as is necessary to ensure that any individual aggrieved by the unlawful exercise of powers associated with the administration of Preclearance has an effective right of redress in Ireland against the Government of Ireland.

5. Claim in respect of Goods seized

Ireland shall provide in law for a right, subject to such limitations as will be imposed by law, to challenge the seizure of Goods grounded upon an alleged false declaration or failure to declare in the context of Preclearance.

Article 5 United States' Obligations and Authorities in Respect of Preclearance Service

1. The United States shall provide a high level of service to those availing of Preclearance in Ireland. In particular, the United States shall:

- a) Provide a sufficient number of Preclearance officers to carry out Preclearance operations with reasonable speed and efficiency;
- b) Give due consideration to using flexible practices and/or operating procedures which may improve the efficiency of Preclearance operations or address temporary disruptions;
- c) Use its best efforts to secure necessary resources for additional staff and/or equipment that may be required in order to maintain the efficient operation of Preclearance;
- d) Give due consideration to adopting any recommendation from the relevant Airport authority and/or Irish Air industry representatives to improve the efficiency of the Preclearance service; and
- e) Provide at least 90 days' notice to Ireland, the Airport authority and local Air industry of any reduction in Preclearance service at a given airport.

The Parties shall establish prior to the commencement of Preclearance operations mutually acceptable standard operating procedures that include procedures for implementing Paragraph 1 of this Article.

2. Preclearance authorization

The United States shall authorize Preclearance services for flights in accordance with the provisions set forth in the Annex of this Agreement.

3. The United States shall have the right:

- a) To deny Preclearance to flights or any Traveller in any case where authorized under its law;
- b) To require Post clearance as it deems necessary of any aircraft, Traveller or Goods on any flight;
- c) To preclear Eligible flights only if Travellers can be routed through the designated Preclearance area;
- d) To decline to conduct Preclearance for any Air carrier or aircraft until the Air carrier or Aircraft commander has satisfied the Preclearance officers that it will deny carriage to anyone failing to submit to a Preclearance inspection, and to anyone who, having submitted to such inspection, is found ineligible to board a precleared flight;
- e) To deny in-transit privileges to any Air carrier or Aircraft commander, which/who would not otherwise be authorized by the United States' civil aviation authorities to fly to the United States;
- f) To refuse to preclear any Traveller and his/her Goods if the Traveller does not satisfy the Preclearance officer that he/she qualifies for Preclearance or that his/her Goods can be lawfully imported into the United States; and
- g) To refuse onward passage of any Traveller or Aircraft commander on a flight subject to Preclearance who is deemed by a Preclearance officer to be inadmissible to the United States or who refuses to provide information relevant to his/her immigration status.

4. Cooperation in relation to prevention and detection of offences under Irish law

The United States shall, in the context of this Agreement, provide all reasonable assistance to Ireland in relation to the prevention and detection of offences under Irish law. Without prejudice to the generality of the foregoing, Preclearance officers shall exercise the powers afforded to them under Article IV of this Agreement in a manner consistent with this obligation and in particular:

- a) Where during the course of an inspection, a Preclearance officer discovers an item the possession and/or export of which constitutes an offence under Irish law, he or she shall immediately call for the assistance of an Irish law enforcement officer; and
- b) Where a Preclearance officer has cause to detain an individual in accordance with the provisions of Article IV(1)(c), he or she shall,

forthwith, deliver such person into the custody of an Irish law enforcement officer.

5. Information leaflets and signage

The United States shall ensure that information provided by Ireland, e.g., signage, brochures and/or other materials outlining the rights and or obligations of Travellers availing of Preclearance is readily available and/or visible.

6. The United States shall, if requested, arrange for the provision of information and training for Irish law enforcement officers relevant to the processing and search of passengers seeking to be precleared to the United States.

*Article 6
In-Transit Preclearance*

In-Transit Preclearance operations shall, upon agreement by the Parties, be implemented at locations with existing Preclearance operations established in accordance with this Agreement. Provisions under this Agreement applicable to Preclearance operations shall apply to any established In-Transit Preclearance operations.

*Article 7
Role of Airport Authorities*

Ireland shall use its best endeavours to ensure that the Airport authorities for airports at which Preclearance is established pursuant to this Agreement shall:

- a) Permit the installation and operation by the United States of such equipment as is required for the effective operation of Preclearance;
- b) Ensure that each Preclearance area and, if applicable, each In-Transit Preclearance area, is clearly demarcated;
- c) Ensure that there will be no public access to the designated Preclearance area by restricting access in accordance with Article II(7) of this Agreement;
- d) Post signage and make available information regarding the rights and obligations of Travellers in the Preclearance area;
- e) If applicable and approved, provide adequate facilities for the operation of In-Transit Preclearance;
- f) Follow designated procedures regarding the advance notification to the United States of the identity of any Private aircraft requesting Preclearance (as per the Annex);
- g) Consult with Preclearance officers regarding authorization of personnel for the purposes of Article II(7)(d) of this Agreement; and

- h) Ensure any Goods, items and other products not eligible for entry into the United States are not provided or made available for sale in the Preclearance area or in the In-Transit Preclearance area.

Article 8

Participation of Air Carriers and Aircraft Commanders

1. The United States shall permit each Air carrier and Aircraft commander the option to use Preclearance or Post clearance for flights, subject to the following conditions:

- a) Any Air carrier seeking approval for Preclearance services for scheduled flights will be required to make such request in writing no later than 60 days before the proposed commencement of service. All requests for Preclearance must be directed to the applicable representative of the United States Port Director for the Preclearance facility. For adjustments to Air carrier flight schedules, the United States shall require notice in accordance with paragraph (1) of the Annex;
- b) Any Air carrier desiring to withdraw its scheduled operations entirely from Preclearance at any location will be required to provide 90 days' advance written notice to both Parties. However, if neither Party objects, the Air carrier may withdraw sooner. The United States may require reasonable notice be provided to withdraw from Preclearance only in respect of one or more eligible routes;
- c) Aircraft commanders will be required to comply with laws governing their landing, entry and clearance in the United States. Ireland will endeavour to ensure that all Aircraft commanders seeking Preclearance provide advance notice of their departure from the territory of Ireland to the territory of the United States in order to schedule Preclearance services (see the Annex); and
- d) Air carriers shall inform Travellers of their rights and obligations in respect of Preclearance.

2. Where In-Transit Preclearance is introduced in accordance with the terms of this Agreement, Ireland shall use its best endeavours to ensure that each airport with In-Transit Preclearance makes available the in-transit process to all Air carriers and Aircraft commanders that have agreed to participate in the In-Transit Preclearance.

3. Cargo services (i.e., Preclearance of cargo) shall not be eligible for Preclearance under this Agreement, except as otherwise mutually agreed upon between the Parties.

Article 9

Cost of Preclearance

The cost of Preclearance shall be borne as follows:

- a) The United States, pursuant to its laws and regulations governing Preclearance, shall be responsible for its personnel and operations costs (other than facility costs) of conducting Preclearance activities;
- b) Consistent with Article V of this Agreement, for any Traveller refused passage onward by the United States based upon the authority of the United States, the Air carrier or the Aircraft commander concerned shall be responsible for any costs, including, where necessary, accommodation and maintenance costs arising from the removal to that individual's point of embarkation, or to the country of which he/she is a national;
- c) The provision of the necessary Preclearance facilities shall be the responsibility of the competent Airport authority;
- d) Responsibility for the costs associated with Preclearance service under subparagraphs (a) and (c), above, shall be allocated between the United States and the relevant Airport authority in accordance with the CBP Airport Technical Design Standards document;
- e) The only fees levied by the United States on Travellers for the provision of Preclearance services shall be the universal fees routinely sought by the United States from all individuals seeking clearance (including Post clearance) to enter the United States.

Article 10 *Privileges and Immunities*

1. Employees of the Government of the United States who are U.S. nationals, assigned to Preclearance duties in Ireland under this Agreement, except employees who are permanently resident in Ireland, shall not be amenable to the jurisdiction of the judicial or administrative authorities of Ireland in respect of acts performed by them in the exercise of their functions under this Agreement.
2. The immunity accorded under paragraph (1) may be waived in writing by the United States.
3. After consultation with the United States, Ireland may require the departure of a Preclearance officer whom Ireland deems to have abused his/her official position, or, with regard to a Preclearance officer who is permanently resident in Ireland, may require that he/she cease exercise of his/her functions under this Agreement.
4. Employees of the Government of the United States assigned to Preclearance duties in Ireland pursuant to this Agreement, except employees who are permanently resident in Ireland, shall, together with their dependants, enjoy such privileges as are agreed between the Parties by an exchange of notes.
5. Official archives, including electronic files and documents, of the United States located in the designated Preclearance area and facility shall enjoy the same inviolability as consular archives under the Vienna Convention on Consular Relations.

Article 11

Consultations

1. Local airport mechanisms shall be used to address issues pertinent to a particular Preclearance location. Issues which cannot be resolved at the local level shall be referred to the U.S./Ireland Preclearance Consultative Group.
2. The Parties shall establish a U.S./Ireland Preclearance Consultative Group consisting of representatives of each Party. The U.S./Ireland Preclearance Consultative Group shall meet on a regular basis, at least annually, to review any issues related to this Agreement.
 - a) Other interested groups, including the Air industry, may attend portions of the U.S./Ireland Preclearance Consultative Group meetings as mutually determined by the Parties.
 - b) The U.S./Ireland Preclearance Consultative Group shall commence consultations within 20 days of the receipt of a request by either Party to convene the consultative group unless otherwise agreed among the members.
 - c) Where the U.S./Ireland Preclearance Group fails to resolve a matter within 30 days from commencement of the consultations, unless otherwise agreed between the Parties, the affected Party may request a meeting of the Parties to this Agreement.
3. At any time, either Party may request consultations regarding any portion of this Agreement. Such requests may include, but are not limited to, changes in domestic law or any other matter a Party considers may affect the interpretation, application or implementation of this Agreement.
 - a) On matters which the requesting Party states are urgent, such consultations between the Parties shall commence within 15 days of the date of the request.
 - b) Consultation on other issues shall commence within 30 days of the request, unless otherwise agreed to between the Parties.
4. Any disagreement between the Parties arising out of or relating to this Agreement shall be resolved through consultations between the Parties and shall not be submitted to any tribunal, court or other third party.
5. The Parties agree that if a competent court or tribunal of either nation should determine that any Preclearance activity or operation is contrary to the laws of either Party, the Parties should consult on how to proceed.

Article 12

Annex

The Annex hereto constitutes an integral part of this Agreement.

Article 13
Reciprocity

Should Ireland seek to establish Preclearance service at airports in the United States of America, the Government of the United States shall consult with relevant authorities at U.S. airports which are mutually identified by the Parties to determine the feasibility and details of establishing reciprocal Preclearance service under the terms of this Agreement. Reciprocal Preclearance rights may be agreed to by the Parties in an amendment to this Agreement.

Article 14
Entry into Force

1. This Agreement shall enter into force on the date of the later note in an exchange of diplomatic notes in which each Party informs the other that it considers the conditions of Article III(5) to have been met with respect to Preclearance services at an Irish airport and that it has completed its necessary internal procedures for entry into force of the Agreement, including the enactment of any legislation required.
2. This Agreement and its Annex may be amended by written agreement of the Parties. Upon entry into force, this Agreement shall supersede the Agreement between Ireland and the United States of America on Preinspection, signed at Dublin 25 June 1986, as supplemented by the agreement of 31 March 1988.
3. This Agreement shall continue in force unless terminated by either Party by giving one year's written notice to the other Party.

DONE in two originals at Washington D.C. this 17th day of November 2008.

**FOR THE GOVERNMENT
OF IRELAND**

Noel Dempsey

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

Michael Chertoff

ANNEX

Coordination of Preclearance Services

1. Consistent with Article VIII and/or, if applicable, Article VI, for Preclearance purposes, Airport authorities and Air carriers will be required to notify the United States of any proposed seasonal schedules and new flights, no less than 60 days in advance of their implementation. Air carriers shall be required to provide reasonable notice of subsequent, limited adjustments to their seasonal schedules.
2. The Parties will develop procedures to ensure adequate advance notice of requests for the Preclearance of Private aircraft and Air carriers operating non-scheduled flights departing Ireland for the United States.
3. The United States shall endeavour to accommodate all requests for Preclearance service when such requests are made in the timeframes specified in paragraph (1) above and shall work with Airport authorities and Air carriers to accommodate new flights and changes in flight schedules. The United States will endeavour to accommodate requests for Preclearance service in respect of Private aircraft and Air carriers operating non-scheduled flights in accordance with the joint procedures that are developed by the Parties (as referred to in paragraph 2).
4. Consistent with Article XI, any request for Preclearance service which is not resolved at the local level shall be referred to the U.S./Ireland Preclearance Consultative Group.
5. The United States, in its sole discretion, shall have the right to determine on a case-by-case basis whether to provide Preclearance service to any irregular or *ad hoc* flights during mutually agreed upon normal hours of operation when there has been insufficient coordination with the United States.
6. The United States shall have the right to determine on a case-by-case basis whether to provide Preclearance service to flights outside mutually agreed upon normal hours of operation.