



TREATY SERIES 2019
No.17

**Agreement amending the 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 12 March 2019

Notifications of the completion of the procedures necessary for the entry into
force of this Agreement exchanged on 5 September 2019

Entered into force on 5 September 2019

AGREEMENT AMENDING THE 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”),

Agree to amend the Agreement between the Government of Ireland and the Government of the United States of America on Air Transport Preclearance, signed at Washington 17 November, 2008 (hereinafter “the 2008 Agreement”) as follows:

Article I

Article I of the 2008 Agreement shall be amended as follows:

A. A new Paragraph 4 *bis* shall be added immediately following Paragraph 4:

“4 *bis*. “**Compliance agreement**” means a contract or arrangement between the United States and an entity offering sales of merchandise to Travellers in the Preclearance area or on-board during precleared flights to the United States;”.

B. A new Paragraph 17 *bis* shall be added immediately following Paragraph 17:

“17 *bis*. “**Understanding**” means a memorandum of understanding reached between the United States and an Airport authority, subject to approval by the Department of Transport, Tourism and Sport, regarding a contribution towards the costs of and terms for the provision of new or additional Preclearance services;”.

C. A new Paragraph 19 shall be added immediately following Paragraph 18:

“19. “**2019 Agreement**” means the Agreement amending the Agreement between the Government of Ireland and the Government of the United States of America on Air Transport Preclearance, signed at Washington November 17, 2008, signed at Washington March 12, 2019.”

Article II

Article IV of the 2008 Agreement shall be amended as follows:

A. In subparagraph 1(a)(ii), “and” shall be deleted.

B. In subparagraph 1(a)(iii), “purposes.” shall be deleted and replaced with “purposes; and”.

C. A new subparagraph 1(a)(iv) shall be added immediately following subparagraph 1(a)(iii):

“iv. Request the assistance of appropriate Irish officials to obtain medical support and access to medical isolation facilities for Travellers who are suspected of having a communicable disease that may preclude admission into

the United States, or who otherwise present a threat to public health.”.

Article III

Article V of the 2008 Agreement shall be amended as follows:

- A. In subparagraph 3(f), “; and” shall be deleted and replaced with “;”.
- B. In subparagraph 3(g), “status.” shall be deleted and replaced with “status; and”.
- C. A new subparagraph 3(h) shall be added as follows:

“h. To enter into Compliance agreements in order to review and approve merchandise made available to Travellers, including for purchase, in the Preclearance area and on-board during precleared flights.”.

Article IV

Article VII of the 2008 Agreement shall be amended as follows:

- A. In subparagraph (g), “; and” shall be deleted and replaced with “;”.
- B. In subparagraph (h), “area.” shall be replaced with “area; and”.
- C. A new subparagraph (i) shall be added as follows:

“i. Pay for the costs associated with the provision of new or additional Preclearance services, to the extent provided for under Article IX and under U.S. law.”.

Article V

Article VIII of the 2008 Agreement shall be amended as follows:

- A. In subparagraph 1(b), “90 days” shall be deleted and replaced with “180 days”.

Article VI

Article IX of the 2008 Agreement shall be deleted and replaced by the following:

“Article IX Cost of Preclearance

The cost of Preclearance shall be borne as follows:

- a. Subject to subparagraph (f) of this Article, 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 relevant Airport authority;
- d. Responsibility for the Preclearance facility costs associated with the Preclearance services 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 Standard or similar CBP document;
- e. Without prejudice to any fees or charges the Airport authority may duly impose, 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;
- f. Notwithstanding subparagraph (a) of this Article, the Parties acknowledge that the United States may reach an Understanding with an Airport authority regarding an agreed contribution by the Airport authority to the costs associated with the provision of new or additional services for the Preclearance of commercial or Private aircraft in excess of the services provided by permanently stationed CBP officers as of the date of entry into force of the 2019 Agreement;
- g. The continuation of new or additional Preclearance services shall be contingent upon the relevant Airport authority's compliance with any Understanding described in this Article with the relevant Airport authority;
- h. Notwithstanding any other provision in this Agreement, in the event that an Airport authority fails to comply with the terms of any Understanding to which it is a party, Ireland acknowledges the right of the United States to temporarily suspend new or additional services upon such terms, including such terms as to notice, as may be specified in the Understanding;
- i. Any dispute regarding the implementation of an Understanding under subparagraph (f) which cannot be settled between the participants to that Understanding may be referred to the Ireland/U.S. Preclearance Consultative Group established under Article XI for consideration; and
- j. In the event Irish law requires a person to have access to counsel during Preclearance operations, the United States shall not be responsible for the costs associated with that requirement unless required by U.S. law.”.

Article VII

Paragraph 3 of the Annex of the 2008 Agreement shall be amended to read as follows:

“3. On the basis of payment of costs for new or additional Preclearance services pursuant to Article VII(i) and Article IX(f), the United States shall endeavour to accommodate all requests for Preclearance services 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 shall endeavour to accommodate requests for Preclearance service in respect of Private aircraft and Air carriers operating non-scheduled flights in accordance with the procedures that are developed by the Parties (as referred to in paragraph 2).”

Article VIII

This Agreement shall enter into force on the date of the later note in an exchange of diplomatic notes between the Parties in which each Party informs the other that it has completed its necessary internal procedures for entry into force of this Agreement.

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

DONE in duplicate at Washington D.C. this 12th day of March, 2019.

For the Government of Ireland

Daniel Mulhall

**For the Government of the
United States of America**

Todd C. Owen