

**No. 47599**

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**Ireland  
and  
United States of America**

**Agreement between the Government of Ireland and the Government of the United States of America on air transport preclearance (with annex). Washington, 17 November 2008**

**Entry into force:** *4 August 2009 by notification, in accordance with article XIV*

**Authentic text:** *English*

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**Irlande  
et  
États-Unis d'Amérique**

**Accord entre le Gouvernement de l'Irlande et le Gouvernement des États-Unis d'Amérique relatif au prédédouanement dans le domaine du transport aérien (avec annexe). Washington, 17 novembre 2008**

**Entrée en vigueur :** *4 août 2009 par notification, conformément à l'article XIV*

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Irlande, 20 juillet 2010*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**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 I  
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 II**

### **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 III**

#### **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.