

**DEFENSE**

**Cooperation**

**Agreement Between the  
UNITED STATES OF AMERICA  
and MAURITANIA**

Signed at Nouakchott June 3, 2005



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

**MAURITANIA**

**Defense: Cooperation**

*Agreement signed at Nouakchott June 3, 2005;  
Entered into force June 3, 2005.*

**Agreement of Cooperation between the Government of the Islamic Republic of Mauritania  
and Government of the United States of America Regarding  
the Pan-Sahel Initiative Project**

The Government of the Islamic Republic of Mauritania and The Government of the United States of America, hereinafter referred to as the "Parties,"

Agree as follows:

Article 1. This Agreement is intended to define the status and privileges granted to "United States personnel," defined as members of the U.S. Armed Forces and civilian personnel of the U.S. Department of Defense in Mauritania, when carrying out the "Pan-Sahel Initiative (hereinafter " Initiative") Project" or acting in support of other activities as mutually agreed between the Parties. This Agreement is also intended to address the status and privileges of "United States contractors," defined as non-Mauritanian companies and firms under contract with the United States Government, under the Initiative or in support of other activities of the U.S. Armed Forces as mutually agreed upon by the two Parties, and the employees of such companies and firms.

Article 2. All provisions in this Agreement are applicable only within the framework of the Initiative and other activities to which the Parties may mutually agree.

Article 3. Status equivalent to that of the United States Embassy's administrative and technical personnel, as provided under the April 18, 1961 Vienna Convention, is accorded to United States personnel in the framework of the Initiative and other activities to which the Parties may mutually agree.

Article 4. The Islamic Republic of Mauritania shall recognize the validity of driver's licenses issued by the appropriate United States authorities to United States personnel and United States contractors.

Article 5. United States military personnel shall be authorized to wear uniforms and carry firearms while performing their duties, as indicated by their orders.

Article 6. United States personnel and United States contractors shall be exempt from any taxes or fees levied within the territory of the Islamic Republic of Mauritania.

Article 7. Materials, equipment, supplies, technologies, or services imported by or on behalf of the United States and its personnel in connection with the Initiative or other agreed activities shall be exempt from customs duties and from any taxes or fees levied by the Government of the Islamic Republic of Mauritania.

Article 8. Such imported materials, equipment, supplies, technologies, or services shall be received upon their arrival by a U.S.-Mauritania joint commission.

Article 9. The Parties shall cooperate by taking all useful measures to guarantee the safety of United States personnel and contractors, as well as their equipment and material in Mauritania, for the purpose of the Initiative and other agreed activities.

Article 10. The United States Armed Forces may conclude contracts for materials, supplies, equipment, or services in order to implement this Initiative and other agreed activities, with no restrictions concerning the choice of contractor, supplier, or service provider. Such contracts shall be tendered, awarded, and administered in accordance with United States laws and regulations.

Article 11. United States military authorities shall maintain discipline with respect to United States personnel.

Article 12. United States personnel and contractors shall have free access to all buildings and storage sites used in connection with the Initiative and other agreed activities. The Government of the Islamic Republic of Mauritania shall impose no charge or fee for the use of the means of transportation necessary for training purposes under the Initiative.

Article 13. Vessels, vehicles, and aircraft belonging to, or exclusively used by, the United States in the framework of the Initiative and other agreed activities shall not be subject to the payment of fees for land transit, piloting, landing, navigation, overflight, parking, or port usage. The United States Armed Forces shall pay amounts owed for services requested and received at rates no less favorable than those paid by the Mauritanian Armed Forces for similar services. United States aircraft and vehicles shall be exempt from inspection.

Article 14. The use of spectrums (the electromagnetic spectrum) and the operation of communications systems by United States personnel shall be carried out by mutual agreement with the Mauritanian regulatory authority.

Article 15. Both Parties waive all claims against the other (with the exception of contract claims) for damage to or loss or destruction of property belonging to them and in the event of death or bodily injury of their personnel resulting from activities undertaken in connection with the Initiative or other agreed activities.

Article 16. Any claims submitted by a third party as a result of acts or omissions of United States personnel shall be adjudicated by the United States in accordance with United States law and regulations.

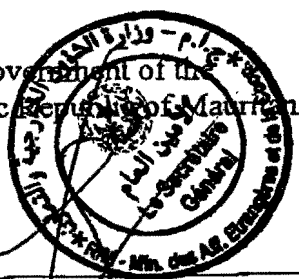
Article 17. Non-Mauritanian companies or firms under contract with the United States Government in the framework of the Pan-Sahel Initiative, and their employees, shall be subject to the treaties and conventions existing between their countries and the Mauritanian State.

Article 18. The Parties agree that any disputes regarding the interpretation or implementation of this Agreement shall be resolved by means of negotiations between the Parties and shall not be submitted to any tribunal or other body for resolution.

Article 19. This Agreement shall enter into force upon signature by the two Parties. This Agreement may be amended upon written agreement of the two Parties.

Done at Nouakchott this 3rd day of June 2005, in duplicate, in the French and English languages, both texts being equally authentic.

For the Government of the Islamic Republic of Mauritania:



*[Handwritten mark]*

Mr. Mohamed Yall Ould Bellal  
Minister of Foreign Affairs and Cooperation

*[Handwritten mark]*

For the Government of the United States of America:



*[Handwritten signature of David Edward Brown]*

Mr. David Edward Brown  
Chargé d'Affaires, a.i.

NOTE: When French language text in final form is received, it will be added to this publication.