

DEFENSE

Cooperation

**Agreement Between the
UNITED STATES OF AMERICA
and SAO TOME AND PRINCIPE**

Effected by Exchange of Notes at
Libreville and Sao Tome
March 14 and August 19, 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.”

SAO TOME AND PRINCIPE

Defense: Cooperation

*Agreement effected by exchange of notes at
Libreville and Sao Tome
March 14 and August 19, 2005;
Entered into force August 19, 2005.*

No 022

The Embassy of the United States of America in Libreville presents its compliments to the Ministry of Foreign Affairs of the Democratic Republic of Sao Tome and Principe and has the honor to refer to discussions between representatives of the two governments regarding grants and the provision of defense articles, related training, and other defense services from the United States of America to the Government of Sao Tome and Principe pursuant to the Foreign Assistance Act of 1961, as amended, or successor legislation. In accordance with these discussions, it is proposed that the Government of Sao Tome and Principe agree:

A. That unless the consent of the Government of the United States of America has been first obtained the Government of Sao Tome and Principe shall not:

(I) Permit any use of such defense articles, related training, including training materials, or other defense services by anyone not an officer, employee or agent of the Government of Sao Tome and Principe;

(II) Transfer, or permit any officer, employee or agent of the Government of Sao Tome and Principe to transfer, such defense articles, related training, including training materials, or other defense services by gift, sale or otherwise; or

(III) Use or permit the use of such defense articles, related training, including training materials, or other defense services for purposes other than those for which provided;

B. That such defense articles, related training, including training materials, or defense services shall be returned to the Government of the United States of America when they are no longer needed for the purposes for which they were furnished, unless the Government of the United States of America consents to another disposition;

C. That the net proceeds of sale received by the Government of Sao Tome and Principe in disposing of, with prior written consent of the Government of the United States of America, any defense article, related training, including training

materials, or other defense service, furnished by the Government of the United States of America on a grant basis, including scrap from any such defense article, shall be paid to the Government of the United States of America;

D. That the Government of Sao Tome and Principe shall:

(I) Maintain the security of such defense articles, related training, including training materials, and other defense services;

(II) Provide substantially the same degree of security protection afforded to such defense articles, related training, including training materials, or other defense services by the Government of the United States of America; and

(III) As the Government of the United States of America may require, permit continuous observation and review by, and furnish necessary information to, representatives of the Government of the United States of America with regard to the use thereof by the Government of Sao Tome and Principe; and

E. That the Government of the United States of America may also, from time to time, make the provision of other defense articles, defense services, and related training furnished under other authority (except the United States Arms Export Control Act) subject to the terms and conditions of this Agreement. (Transfers under the United States Arms Export Control Act shall continue to be governed by the requirements of that Act and United States regulations applicable to such transfers.)

The Ministry of Foreign Affairs' note stating that the foregoing is acceptable to the Government of Sao Tome and Principe shall, together with this note, constitute an Agreement between the two governments, which shall enter into force on the date of the Ministry's reply.

The Embassy of the United States of America in Libreville avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Democratic Republic of Sao Tome and Principe, the assurance of its highest consideration.

Embassy of the United States of America
Libreville, March 14, 2005



República Democrática  de S. Tomé e Príncipe

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS COOPERAÇÃO E COMUNIDADES

Gabinete de Ministro

(Unidade-Disciplina-Trabalho)

N.Ref. 489 /MNEC-DAPEI/2005

The Ministry of Foreign Affairs, Cooperation and Communities of the Democratic Republic of Sao Tome and Principe presents its compliments to the Embassy of the United States of America in Libreville and has the honor to refer to the verbal note nº 022 of March 14, 2005 from this Embassy with following content:

“ The Embassy of the United States of America in Libreville presents its compliments to the Ministry of Foreign Affairs of the Democratic Republic of Sao Tome and Principe and has the honor to refer to discussions between representatives of the two governments regarding grants and the provision of defense articles, related training, and other defense services from the United States of America to the Government of Sao Tome and Principe pursuant to the Foreign Assistance Act of 1961, as amended, or successor legislation. In accordance with these discussions it is proposed that Government of Sao Tome and Principe agree:

- A. *That unless the consent of the United States of America has been first obtained the Government of Sao Tome and Principe shall not:*
 - (I) *Permit any use of such defense articles, related training, including training materials, or other defense services by anyone not an officer, employee or agent of the Government of Sao Tome and Principe;*
 - (II) *Transfer, or permit any officer, employee, or agent of the Government of Sao Tome and Principe to transfer such defense articles, related training, including training materials, or other defense services by gift, sale or otherwise; or*
 - (III) *Use or permit the use of such defense articles, related training, including training materials or other defense services for the purposes other than those for which provided.*
- B. *That such defense articles, related training, including training materials or other defense services shall be returned to the Government of the United States of America when they are no longer needed for the purposes for which they were furnished, unless the Government of the United States of America consents to another disposition;*
- C. *That the net proceeds of sale received by the Government of Sao Tome and Principe indisposing of, with prior written consent of the Government of the United States of America, any defense article, related training, including training material or other defense services furnished by the United States of America on a grant bases, including scrap from any such defense articles shall be paid to Government of the United States of America;*
- D. *That the Government of Sao Tome and Principe shall:*



- (I) *Maintain the security of the such defense articles, related training, including training materials or other defense services;*
 - (II) *Provide substantially the same degree of security protection afforded to such defense articles, related training, including training materials or other defense services by the Government of the United States of America; and*
 - (III) *As the United States of America may require, permit continuous observation and review by, and furnish necessary information to, representative of the Government of the United States of America with the regard to the use thereof by the government of Sao Tome and Principe; and*
- E. *That the Government of the United States of America may also, from time to time, may make the provision of other defense articles, related training, including training materials or other defense services furnished under other authority (except the United States Arms Export Control Act) subject to the terms and conditions of this agreement. (Transfers under the United States Arms Export Control Act shall continue to be governed by the requirement of that act and United States Regulations applicable to such transfers.)*

The Ministry of Foreign Affairs' note stating that the foregoing is acceptable to the Government of Sao Tome and Principe, shall, together with this note, constitute an Agreement between the two governments, which shall enter into force on the date of the Ministry's reply.

The Embassy of the United States of America in Libreville, avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Democratic Republic of Sao Tome and Principe, the assurance of its highest consideration."

The Ministry of Foreign Affairs of the Government of Sao Tome and Principe has the honor to confirm that the proposals set forth in the Embassy's note are acceptable to the Government of Sao Tome and Principe and that the Embassy's note and this note in reply shall constitute an Agreement between the two governments which shall enter into force in this date.

The Ministry of Foreign Affairs Cooperation and Community of Democratic Republic of Sao and Principe, avails itself of this opportunity to manifest to the Embassy of the United States of America, its expression of esteem and consideration.

Sao Tome, August 19, 2005.

