

No. 264

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Cooperation of the Republic of Niger and has the honor to refer to earlier discussions between representatives of the two governments regarding grants under the Foreign Assistance Act of 1961, as amended, or successor legislation, and the furnishing of defense articles, related training to include training related to defense articles under the United States International Military and Education Training program and other defense services from the United States of America to the Government of Niger.

In accordance with these discussions, it is proposed that the Government of Niger agree:

A. That, unless the consent of the Government of the United States of America has been first obtained, the Government of Niger shall not:

- (i) permit any use of such defense articles, related training including training materials, or other defense service by anyone not an officer, employee or agent of the Government of Niger;
- (ii) transfer, or permit any officer, employee or agent of the Government of Niger 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 said 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 provided, 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 Niger in disposing of, with prior written consent of the Government of the United States of America, any defense article 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 Niger shall maintain the security of such articles, related training including training materials, and other defense services; that it shall provide substantially the same degree of security protection afforded to such articles, related training including training materials, or other defense services by the Government of the United States of America; that it shall, as 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 Niger; and

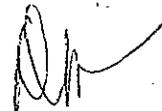
E. That the Government of the United States of America may also, from time to time, make the provision of other articles, services, and related training provided under other authority (except the United States Arms Export Control Act) subject to the terms and conditions of this agreement. (Transfers 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's note stating that the foregoing is acceptable to the Government of Niger 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 avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Cooperation of the Republic of Niger the assurance of its highest consideration.

Embassy of the United States of America,

Niamey, January 22, 2004.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

**U.S. Department of State
Office of Language Services
Translating Division**

LS No. 04-2004-0046
JF/ALK
French

**Republic of Niger
Ministry of Foreign Affairs and Cooperation**

Bureau of Legal Affairs and Litigation
Division of Bilateral Legal Affairs

No. 01710/MAE/C/DAJC/BIL1

Niamey, March 12, 2004

The Ministry of Foreign Affairs and Cooperation of the Republic of Niger presents its compliments to the Embassy of the United States of America and has the honor to refer to note No. 264 of January 22, 2004, regarding terms for the use of defense articles, training, and military instruction to be made available to the Republic of Niger.

The Ministry hereby confirms to the Embassy that the Government of the Republic of Niger accepts in full the proposals contained in the above-mentioned note, and requests that it consider said note and this response as constituting an agreement between the two governments on this matter.

[Complimentary close]

[Initialed]

[Official stamp]

Embassy of the United States of America,
Niamey.

MT/HB
REPUBLIQUE DU NIGER

MINISTERE DES AFFAIRES ETRANGERES
ET DE LA COOPERATION

DIRECTION DES AFFAIRES JURIDIQUES
ET DU CONTENTIEUX

DIVISION JURIDIQUE BILATERALE



Niamey, le _____

12 MARS 2004
AMB
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N° _____ /MAE/C/DAJC/BIL1

Le Ministère des Affaires Etrangères et de la Coopération de la République du Niger présente ses compliments à l'Ambassade des Etats Unis d'Amérique et a l'honneur de se référer à sa note n° 264 du 22 janvier 2004, relative aux conditions d'utilisation des matériels de défense, de formation et d'éducation militaire qui sera mis à la disposition de la République du Niger.

Le Ministère confirme à l'Honorable Ambassade que, le Gouvernement de la République du Niger accepte intégralement les propositions qu'elle renferme et la prie de considérer ladite note et la présente réponse comme constituant un Accord entre les deux Gouvernements sur la question.

Le Ministère des Affaires Etrangères et de la Coopération de la République du Niger saisit cette occasion pour renouveler à l'Ambassade des Etats Unis d'Amérique les assurances de sa haute considération. /d/

AMBASSADE DES ETATS UNIS
D'AMERIQUE

/)/ I A M E Y

