

10/2011

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of South Sudan 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, and other defense services, including pursuant to the United States International Military Education and Training Program and defense sector reform programs funded under section 551 (or chapter 6) of the FAA, from the United States of America to the Government of the Republic of South Sudan pursuant to the Foreign Assistance Act of 1961, or successor legislation.

In accordance with these discussions, it is proposed that the Government of the Republic of South Sudan agree:

A. That unless the consent of the Government of the United States of America has been first obtained the Government of the Republic of South Sudan shall not:

DIPLOMATIC NOTE

(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 the Republic of South Sudan;

(II) Transfer, or permit any officer, employee or agent of the Government of the Republic of South Sudan 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 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 the Republic of South Sudan 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 the Republic of South Sudan shall maintain the security of such defense articles, related training, including training materials, and other defense services; that it shall provide substantially the same degree of security protection afforded to such defense articles, related training, including training materials, and other defense services by the Government of the United States of America; and that it shall, 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 the Republic of South Sudan;

E. That the Government of the Republic of South Sudan reiterates these same assurances as to defense articles, related training, and other defense services provided to the Government of Southern Sudan or the Republic of South Sudan prior to the date of this agreement; and

F. That the Government of the United States of America may also, from time to time, make the provision of articles and services furnished under other authority (except the United States Arms Export Control Act) subject to the terms and conditions of the agreement proposed herein. (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 the Republic of South Sudan shall, together with this note, constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's note.

Embassy of the United States of America

Juba, August 17, 2011





THE REPUBLIC OF SOUTH SUDAN
MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION

RSS/MFA&IC/DMO/J/1.A.2

Note Verbale

The Ministry of Foreign Affairs and International Cooperation of the Republic of South Sudan presents its compliments to the Embassy of the United States of America in Juba and has the honor to refer to the Embassy's Note No. 10/2011, dated 17 August 2011, which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and International Cooperation of the Republic of South Sudan and has the honor to refer to earlier discussions between the 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, and other defense services, including pursuant to the United States International Military Education and Training Program and defense sector reform programs funded under section 551 (or chapter 6) of FAA, from the United States of America to the Government of the Republic of South Sudan pursuant to Foreign Assistance Act of 1961, or successor legislation.

In accordance with these discussions, it is proposed that the Government of the Republic of South Sudan agree:

- A. That unless the consent of the Government of the United States of America has been first obtained the Government of the Republic of South Sudan shall not:*
- I. Permit any 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 the Republic of South Sudan;*
 - II. Transfer, or permit any officer, employee or agent of the Government of the Republic of South Sudan to transfer, such defense articles, related training, including training materials, or other defense services by gift, sale or otherwise;*
or
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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 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 are 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 the Republic of South Sudan 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 the Republic of South Sudan shall maintain the security of such defense articles, related training, including training materials, and other defense services; that it shall provide substantially the same degree of security protection afforded to such defense articles, related training, including training materials, and other defense service by the Government of the United States of America; and that it shall, 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 the Republic of South Sudan;*

E. *That the Government of the Republic of South Sudan reiterates these same assurances as to the defense articles, related training, and other defense services provided to the Government of Southern Sudan or the Republic of South Sudan prior to the date of this agreement; and*

F. *That the Government of the United States of America may also, from time to time, make the provision of articles and services furnished under other authority (except the United States Arms Export Control Act) subject to the terms and conditions of the agreement proposed herein. (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 and International Cooperation of the Republic of South Sudan has the honor to confirm that the proposals set forth in the Embassy's Note and this Note in reply shall constitute an Agreement between the two Governments which shall enter into force today on the 14 November 2011.

The Ministry of Foreign Affairs and International Cooperation of the Republic of South Sudan avails itself of this opportunity to renew to the Embassy of the United States of America in Juba the assurance of its highest consideration.

14 November 2011

To:
The Embassy of the United States of America
JUBA, RSS

