

DEFENSE

Caribbean Basin Security Initiative

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

Effected by Exchange of Notes at
Georgetown June 28, 2012 and
January 30, 2013



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.”

GUYANA

**Defense: Caribbean Basin
Security Initiative**

*Agreement effected by exchange of notes at
Georgetown June 28, 2012 and
January 30, 2013;
Entered into force January 30, 2013.*

No. 289

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of the Cooperative Republic of Guyana and has the honor to refer to earlier discussions between representatives of the two Governments regarding the Caribbean Basin Security Initiative and the provision of technical support for maritime security forces through that initiative.

The U.S. Government proposes to provide this type of support via a regional Technical Assistance Field Team to bolster the maintenance and logistics capabilities of Caribbean Basin Security Initiative partner nations' maritime forces through mentoring, training and development of partner nations' maintenance and logistics systems and processes. Support will be tailored to individual partner nations' requirements and could include, but is not limited to assessments, equipment, training, and technical support for maritime assets and maintenance and logistical systems.

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

A. That unless the consent of the Government of the United States of America has been first obtained, the Government of the Cooperative Republic of Guyana 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 the Cooperative Republic of Guyana;

(II) Transfer, or permit any officer, employee or agent of the Government of the Cooperative Republic of Guyana 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 Cooperative Republic of Guyana 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; and

D. That the Government of the Cooperative Republic of Guyana 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, scheduled inspections, physical inventories, 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 Cooperative Republic of Guyana.

The Ministry of Foreign Affairs' Note stating that the foregoing is acceptable to the Government of the Cooperative Republic of Guyana 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. Please find attached for your convenience standard text for the End-Use, Retransfer, and Security Assurance Agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Guyana the assurances of its highest consideration.

Embassy of the United States of America
Georgetown, Guyana, June 28, 2012



Dip Note 289 Attachment: Standard End-Use, Retransfer, and Security Assurance Agreement Suggested Reply Text

Begin text of reply note:

(Complimentary opening) and acknowledges receipt of the Embassy's Note No. (insert number), dated (insert date), which reads as follows:

(quote in entirety the text of U.S. Note provided in paragraph 4)

The Ministry of Foreign Affairs of the Government of the Cooperative Republic of Guyana 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 on this date.

End text of reply note.



MINISTRY OF FOREIGN AFFAIRS

“Takuba Lodge”
254 South Road & Shiv Chanderpaul Dr.,
Georgetown, Guyana.
Telephone: 592-226-1606/8 Fax: 592-225-9192
Email: minfor@guyana.net.gy
Website: www.minfor.gov.gy

NOTE No.: 171/2013

The Ministry of Foreign of the Republic of Guyana presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 289 dated June 28, 2012 regarding the Caribbean Basin Security Initiative and the provision of technical support for maritime security forces which reads as follows:

“The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of the Cooperative Republic of Guyana and has the honor to refer to earlier discussions between representatives of the two Governments regarding the Caribbean Basin Security Initiative and the provision of technical support for maritime security forces through that initiative.

The U.S. Government proposes to provide this type of support via a regional Technical Assistance Field Team to bolster the maintenance and logistics capabilities of Caribbean Basin Security Initiative partner nations' maritime forces through mentoring, training and development of partner nations' maintenance and logistics systems and processes. Support will be tailored to individual partner nations' requirements and could include, but is not limited to assessments, equipment, training, and technical support for maritime assets and maintenance and logistical systems.

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(II) Transfer, or permit any officer, employee or agent of the Government of the Cooperative Republic of Guyana 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 Cooperative Republic of Guyana 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; and

D. That the Government of the Cooperative Republic of Guyana 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, scheduled inspections, physical inventories, 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 Cooperative Republic of Guyana.

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The Ministry of Foreign Affairs of the Government of the Cooperative Republic of Guyana has the honour 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 on this date."

The Ministry of Foreign Affairs of the Republic of Guyana avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.



GEORGETOWN, GUYANA
JANUARY 30, 2013