

DEFENSE

**Agreement Between the
UNITED STATES OF AMERICA
and COSTA RICA**

Effected by Exchange of Notes at
San Jose August 22 and November 16, 2016



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.”

COSTA RICA

Defense

*Agreement effected by exchange of notes at
San Jose August 22 and November 16, 2016;
Entered into force November 16, 2016.*

Note No. 116

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Costa Rica and has the honor to refer to earlier discussions between representatives of the two Governments regarding the Foreign Assistance Act of 1961 or successor legislation, the Arms Export Control Act, and other Department of Defense authorities, and the furnishing of defense articles, related training, and other defense services, from the United States of America to Costa Rica under such authorities. In this regard, the Embassy refers to the Agreement Between the Government of the United States of America and the Government of the Republic of Costa Rica regarding grants under the Foreign Assistance Act of 1961, as Amended, or Successor Legislation, and the Furnishing of Defense Articles, Defense Services and Related Training, Including Pursuant to the Excess Defense Articles Program (EDA), effected by exchange of notes at San Jose on March 4 and 7, 2016 ("2016 Agreement").

In accordance with these discussions, the Embassy proposes that the Government of the United States of America and the Government of the Republic of Costa Rica 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 Costa Rica 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 Republic of Costa Rica;

(II) Transfer, or permit any officer, employee, or agent of the Government of the Republic of Costa Rica 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 furnished.

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 Costa Rica 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 Republic of Costa Rica shall maintain the security of such defense articles, related training, including training

materials, or other defense services; that it shall provide substantially the same degree of security protection as that afforded to such defense articles, related training, including training materials, or 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 Republic of Costa Rica.

E. 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 subject to the terms and conditions of the agreement proposed herein.

If the foregoing proposals are acceptable to the Government of the Republic of Costa Rica, the Embassy proposes that this note and a note from the Ministry of Foreign Affairs to that effect shall constitute an agreement between the two Governments, which shall enter into force on the date of the

Ministry's note and shall supersede in its entirety the aforementioned 2016 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 Costa Rica the assurances of its highest consideration.

Embassy of the United States of America,

San José, August 22, 2016.



El Ministerio de Relaciones Exteriores y Culto saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América, y acusa recibo de la Nota No. 116 de la Embajada, con fecha del 22 de agosto del 2016, que es del siguiente tenor:

“La Embajada de los Estados Unidos de América saluda atentamente al Ministerio de Relaciones Exteriores y Culto de la República de Costa Rica, y tiene el honor de referirse a conversaciones habidas entre representantes de nuestros dos gobiernos acerca de la Ley de Asistencia al Exterior de 1961 y su legislación sucesora, la Ley de Control de Exportación de Armas; y otras facultades del Departamento de Defensa; y la suministración de artículos de defensa, la capacitación asociada a la misma y otros servicios de defensa por parte de los Estados Unidos de América a Costa Rica en virtud de esas facultades. En este sentido, la Embajada invoca el Acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Costa Rica relativo a las subvenciones hechas con sujeción a la Ley de Asistencia al Exterior de 1961 y sus enmiendas o legislaciones sucesoras, y la suministración de artículos de defensa, servicios de defensa y la capacitación asociada a la misma, inclusive de conformidad con el Programa de Artículos Excedentes de Defensa (EDA, por sus siglas en inglés), celebrado mediante canje de notas en San José los días 4 y 7 de marzo de 2016 (“Acuerdo de 2016”).

De conformidad con esas conversaciones, la Embajada propone que el Gobierno de los Estados Unidos de América y el Gobierno de la República de Costa Rica acuerden:

**A la Honorable
Embajada de los Estados Unidos de América
San José**

A. Que, salvo aprobación previa obtenida del Gobierno de Estados Unidos de América, el Gobierno de la República de Costa Rica:

I) No permitirá ningún uso de tales artículos de defensa, capacitación relacionada con los mismos, incluidos los materiales de instrucción, ni otros servicios de defensa por nadie que no sea oficial, empleado, o representante del Gobierno de la República de Costa Rica;

II) No transferirá, ni permitirá que ningún oficial, empleado, ni representante del Gobierno de la República de Costa Rica transfiera tales artículos de defensa, capacitación relacionada con los mismos, incluidos los materiales de instrucción y otros servicios de defensa, como regalo, venta, ni de ninguna otra forma;

III) Ni usará ni permitirá el uso de tales artículos de defensa, capacitación relacionada con los mismos, incluidos los materiales de instrucción y otros servicios de defensa, para propósitos que no sean aquellos para los cuales se entregaron.

B. Que esos artículos de defensa, capacitación relacionada con los mismos, incluidos los materiales de instrucción, u otros servicios de defensa, serán devueltos al Gobierno de los Estados Unidos de América cuando ya no sean necesarios para los propósitos por los que fueron suministrados, a menos que el Gobierno de los Estados Unidos de América apruebe otra disposición;

C. Que el beneficio neto de la venta recibido por el Gobierno de la República de Costa Rica al deshacerse, con el permiso previo por escrito del Gobierno de los Estados Unidos de América, de cualquier artículo de defensa proporcionado por el Gobierno de los Estados Unidos de América como

dádiva, incluida cualquier chatarra restante de tal artículo de defensa, será pagado al Gobierno de los Estados Unidos de América; y

D. Que el Gobierno de la República de Costa Rica deberá mantener la seguridad de tales artículos de defensa, capacitación relacionada con los mismos, incluidos los materiales de instrucción y otros servicios de defensa; que deberá suministrar esencialmente el mismo grado de protección de seguridad que les otorga el Gobierno de los Estados Unidos de América a tales artículos de defensa, capacitación relacionada con los mismos, incluidos los materiales de instrucción y otros servicios de defensa; y que deberá, según lo requiera el Gobierno de los Estados Unidos de América, permitir la observación permanente, inspecciones programadas, inventarios físicos y la evaluación por representantes del Gobierno de los Estados Unidos de América, además de suministrarles la información necesaria, con respecto al uso de esos artículos por el Gobierno de la República de Costa Rica.

E. Que el Gobierno de los Estados Unidos de América podrá también, de vez en cuando, sujetar el suministro de artículos y servicios brindados conforme a otras autoridades a los términos y condiciones del acuerdo aquí propuesto.

Si las propuestas antedichas son aceptables para el Gobierno de la República de Costa Rica, la Embajada propone que esta nota y la nota del Ministerio de Relaciones Exteriores y Culto del mismo tenor, constituyan un acuerdo entre los dos gobiernos, el cual entrará en vigor en la fecha de la nota del ministerio y deberá sustituir en su totalidad al Acuerdo de 2016 mencionado anteriormente.”

El Ministerio de Relaciones Exteriores y Culto del Gobierno de la República de Costa Rica tiene el honor de confirmar que las propuestas

El Ministro de Relaciones Exteriores y Culto

DM-599-16

contenidas en la nota de la Embajada son aceptables para el Gobierno de la República de Costa Rica y que la nota de la Embajada, junto con esta nota de respuesta, constituyen un Acuerdo entre los dos gobiernos que entrará en vigor en esta fecha y deberá sustituir en su totalidad al Acuerdo de 2016 arriba mencionado.

El Ministerio de Relaciones Exteriores y Culto aprovecha la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América las nuestras de la más alta y distinguida consideración.



San José, 16 de noviembre del 2016

El Ministro de Relaciones Exteriores y Culto

DM-599-16

The Ministry of Foreign Affairs presents its compliments to the honorable Embassy of the United States of America and acknowledges receipt of the Embassy's Note No. 116, dated August 22, 2016, 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 Costa Rica and has the honor to refer to earlier discussions between representatives of the two Governments regarding the Foreign Assistance Act of 1961 or successor legislation, the Arms Export Control Act, and other Department of Defense authorities, and the furnishing of defense articles, related training, and other defense services, from the United States of America to Costa Rica under such authorities. In this regard, the Embassy refers to the Agreement Between the Government of the United States of America and the Government of the Republic of Costa Rica regarding grants under the Foreign Assistance Act of 1961, as Amended, or Successor Legislation, and the Furnishing of Defense Articles, Defense Services and Related Training, Including Pursuant to the Excess Defense Articles Program (EDA), effected by exchange of notes at San Jose on March 4 and 7, 2016 ("2016 Agreement").

In accordance with these discussions, the Embassy proposes that the Government of the United States of America and the Government of the Republic of Costa Rica agree:

**To the Honorable
Embassy of the United States of America
San Jose**

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

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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 furnished.

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 Costa Rica 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 Republic of Costa Rica shall maintain the security of such defense articles, related training, including training materials, or other defense services; that it shall provide substantially the same degree of security protection as that afforded to such defense articles, related training, including training materials, or 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 Republic of Costa Rica.

E. 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 subject to the terms and conditions of the agreement proposed herein.

If the foregoing proposals are acceptable to the Government of the Republic of Costa Rica, the Embassy proposes that this note and a note from the Ministry of Foreign Affairs to that effect shall constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's note and shall supersede in its entirety the aforementioned 2016 Agreement."

The Ministry of Foreign Affairs of the Government of the Republic of Costa Rica has the honor to confirm that the proposals set forth in the Embassy's note are acceptable to the Government of the Republic of Costa Rica and that 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 and shall supersede in its entirety the aforementioned 2016 Agreement.

El Ministro de Relaciones Exteriores y Culto

DM-599-16

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



San José, November 16th, 2016