

DEFENSE

Status of Forces

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

Effected by Exchange of Notes at
Georgetown December 28 and 29, 2000

with

Agreement Extending Agreement

Effected by Exchange of Notes at
Georgetown April 4 and May 10, 2006



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: Status of Forces

*Agreement effected by exchange of notes at
Georgetown December 28 and 29, 2000;
Entered into force December 29, 2000.
And agreement extending agreement.
Effected by exchange of notes at Georgetown
April 4 and May 10, 2006;
Entered into force May 10, 2006;
with effect from December 29, 2005.*

No. 368

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Co-operative Republic of Guyana and has the honor to refer to recent discussions between representatives of our two governments regarding the status of military and civilian personnel of the United States Department of Defense (United States personnel) who may be temporarily present in Guyana in connection with military exercises and training, counter-drug related activities, United States security assistance programs, or other agreed purposes.

As a result of these discussions, the Embassy proposes that such personnel be accorded a status equivalent to that accorded to the administrative and technical staff of the Embassy of the United States of America under the Vienna Convention on Diplomatic Relations of April 18, 1961, that United States personnel be permitted to enter and exit Guyana with United States Government identification and with collective movement or individual travel orders; that Guyanese authorities shall accept as valid, without a driving fee or test, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles; and that such personnel be authorized to wear uniforms while performing official duties and permitted to bring weapons into Guyana when required by their orders.

The Embassy also proposes that the Government of Guyana accord duty-free importation and exportation, as well as exemption from inspection and taxation on products, property, material, equipment, vehicles, vessels, and aircraft imported into, acquired in, or exported from Guyana by or on behalf of the United States Government or its personnel in connection with their activities under this agreement; and that the parties shall cooperate in taking such steps as shall be necessary to ensure the security of United States personnel and property in Guyana.

The Embassy further proposes that vehicles, vessels, and aircraft owned or operated by or for the United States Armed Forces shall not be subject to the payment of landing or port fees, pilotage charges, navigation, overflight or parking charges, or light or harbor dues while in Guyana; however, the United States Armed Forces shall pay reasonable charges for services requested and received. Vehicles owned by the United States need not be required to be registered, but shall have appropriate identification markings.

Title to United States Government property (such as equipment, material, supplies and other property) imported into or acquired in Guyana by or on behalf of the United States Government in connection with activities under this agreement shall remain with the United States Government, which may remove such property from Guyana at any time, free from export duties, taxes and other charges. The exemption provided in this paragraph shall also extend to any duty, tax or other charge that is assessed upon such property after importation into or acquisition in Guyana. Property of the United States Government and its personnel may be disposed of in Guyana, provided that disposition of such property in Guyana to persons or entities not entitled

to exemption from applicable taxes or duties shall be subject to payment of such taxes and duties by such persons or entities.

If, notwithstanding provisions of this or other agreements between the United States and Guyana, local authorities detain any United States personnel, the Guyanese authorities shall immediately notify the Embassy of the United States of America in Guyana and promptly return such personnel to United States custody. Guyana and United States military investigators shall cooperate in the investigation of any crime believed to have been committed by or against United States personnel.

The Embassy proposes that both governments shall waive any and all claims (other than contractual claims) against each other for personal injury to or death of their military or civilian personnel, or for damage, loss or destruction of the other's military property arising out of the activities covered by this agreement. The United States Government shall pay, in accordance with United States law, fair and reasonable compensation in settlement of meritorious claims by third parties arising out of acts or omissions of United States personnel, or which are otherwise incident to activities of the United States Armed Forces under this agreement.

The Government of Guyana shall accept full responsibility for, and shall hold the United States Government harmless from, any and all claims arising from the use of projects constructed, or in the process of being constructed in whole or in part, during exercises or other agreed activities of United States personnel present in Guyana pursuant to the terms of this agreement.

In the event that agreed activities involve the use of contractors, the United States Government may award contracts for the acquisition of articles and services, in accordance with its laws and regulations. The United States Government shall have the right to choose such contractors, and United States contractors and their employees shall be accorded the same privileges as United States Armed Forces and civilian personnel with regard to licensing and registration of vehicles and drivers; and with regard to the export, import, and acquisition of goods or equipment for official or personal use.

Finally, additional arrangements as may be necessary for the implementation of this agreement may be entered into by the appropriate authorities of our two governments. The Governments of Guyana and the United States may enter into separate agreements governing "air operations," "environmental protection," and public relations in connection with the activities contemplated herein, and such separate agreements shall be incorporated into and form an integral part of this agreement.

If the foregoing is acceptable to the Government of the Co-operative Republic of Guyana, the Embassy proposes that this note, together with the Ministry's reply to that effect, shall constitute an agreement between our two governments which shall enter into force on the date of the Ministry's reply, and shall remain in force for an initial term of one year and shall be automatically extended for additional periods of one year, up to a maximum combined duration of five years. Either government may terminate this agreement by giving the other party six months prior written notice of its intent to terminate the 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.

Enclosure:

Draft of suggested GOG reply.

Embassy of the United States of America,
Georgetown, December 28, 2000.



SUGGESTED GOG REPLY SHOULD READ AS FOLLOWS:

Note No. _____

(complimentary opening) and refers to the Embassy's note no. 368 of December 28, 2000, which reads as follows:

(quote U.S. note in its entirety)

The Ministry of Foreign Affairs has the further honor to inform the Embassy of the United States of America that the proposals set forth in the Embassy's note are acceptable to the Government of Guyana and to confirm that the Embassy's note and this note shall constitute an agreement between the two governments which shall enter into force on this date.

(END TEXT)

Tel: No. 61607 - 9
Fax: No. 59192
EXTERNAL GUYANA



MINISTRY OF FOREIGN AFFAIRS,

"Takuba Lodge"
254 South Road & New Garden Street,
Georgetown,
Guyana.

NOTE NO. 1025/00

The Ministry of Foreign Affairs of the Cooperative Republic of Guyana presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 368 of December 28, 2000, which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Cooperative Republic of Guyana and has the honour to refer to recent discussions between representatives of the two Governments regarding the status of military and civilian personnel of the United States Department of Defense (United States personnel) who may be temporarily present in Guyana in connection with military exercises and training, counter-drug related activities, United States security assistance programs, or other agreed purposes.

As a result of these discussions, the Embassy proposes that such personnel be accorded a status equivalent to that accorded to the Administrative and Technical Staff of the Embassy of the United States of America under the Vienna Convention on Diplomatic Relations of April 18, 1961, that United States personnel be permitted to enter and exit Guyana with United States Government identification and with collective movement or individual travel orders; that Guyanese authorities shall accept as valid, without a driving fee or test, driving licences or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles; and that such personnel be authorised to wear uniforms while

performing official duties and permitted to bring weapons into Guyana when required by their orders.

The Embassy also proposes that the Government of Guyana accord duty free importation and exportation, as well as exemption from inspection and taxation on products, property, material equipment, vehicles, vessels and aircraft imported into, acquired in, or exported from, Guyana by or, on behalf of, the United States Government or its personnel in connection with their activities under this agreement; and that the parties shall cooperate in taking such steps as shall be necessary to ensure the security of the United States personnel and property in Guyana.

The Embassy further proposes that vehicles, vessels and aircraft owned or operated by or for the United States Armed Forces shall not be subject to the payment of landing or port fees, pilotage charges, navigation, overflight or parking charges or light or harbour dues while in Guyana; however, the United States Armed Forces shall pay reasonable charges for services requested and received. Vehicles owned by the United States need not be required to be registered, but shall have appropriate identification markings.

Title to United States Government property (such as equipment, material, supplies and other property) imported into or acquired in Guyana by or on behalf of the United States Government in connection with activities under this agreement shall remain with the United States Government, which may remove such property from Guyana at any time, free from export duties, taxes and other charges. The exemption provided in this paragraph shall also extend to any duty, tax or other charge that is assessed upon such property after importation into or acquisition in Guyana. Property of the United States Government and its 'personnel' may be disposed of in Guyana, provided that disposition of such property in Guyana to

persons or entities not entitled to exemption from applicable taxes or duties shall be subject to payment of such taxes and duties by such persons or entities.

If, notwithstanding provisions of this or other agreements between the United States and Guyana, local authorities detain any United States personnel, the Guyanese authorities shall immediately notify the Embassy of the United States of America in Guyana and promptly return such personnel to United States custody. Guyana and United States military investigators shall cooperate in the investigation of any crime believed to have been committed by or against United States personnel.

The Embassy proposes that both Governments shall waive any and all claims (other than contractual claims) against each other for personal injury to or death of their military or civilian personnel, or for damage, loss or destruction of the other's military property arising out of activities covered by this agreement. The United States Government shall pay, in accordance with United States Law, fair and reasonable compensation in settlement of meritorious claims by third parties arising out of acts or omissions of United States personnel, or which are otherwise incident to activities of the United States Armed Forces under this Agreement.

The Government of Guyana shall accept full responsibility for, and shall hold the United States Government harmless from, any and all claims arising from the use of projects constructed, or in the process of being constructed in whole or in part, during exercises or other agreed activities of United States personnel present in Guyana pursuant to the terms of this agreement.

In the event that agreed activities involve the use of contractors, the United States Government may award contracts for the acquisition of articles and services, in accordance with its laws and regulations. The United States Government shall have the right to choose such contractors, and United States contractors and their employees shall be accorded the same privileges as United States Armed Forces and civilian personnel with regard to licensing and registration of vehicles and drivers;

and with regard to the export, import and acquisition of goods or equipment for official or personal use.

Finally, additional arrangements as may be necessary for the implementation of this agreement may be entered into by the appropriate authorities of our two Governments. The Governments of Guyana and the United States may enter into separate agreements governing "air operations", "environmental protection" and public relations in connection with the activities contemplated herein, and such separate agreements shall be incorporated into and form an integral part of this agreement.

If the foregoing is acceptable to the Government of the Cooperative Republic of Guyana, the Embassy proposes that this Note, together with the Ministry's reply to that effect, shall constitute an agreement between our two Governments which shall enter into force on the date of the Ministry's reply, and shall remain in force for an initial term of one year and shall be automatically extended for additional periods of one year, up to a maximum combined duration of five years. Either Government may terminate this agreement by giving the other party six months prior written notice of its intent to terminate the agreement.

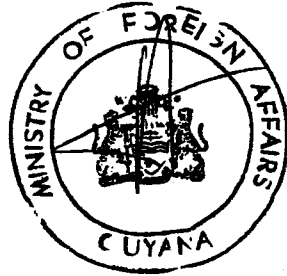
The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Guyana the assurances of its highest consideration."

The Ministry of Foreign Affairs of the Cooperative Republic of Guyana has the further honour to inform the Embassy of the United States of America that the proposals set forth in the Embassy's Note are acceptable to the Government of Guyana and to confirm that the Embassy's Note and this Note shall constitute an agreement between the two Governments which shall enter into force on this date.

The Ministry of Foreign Affairs of the Cooperative 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

DECEMBER 29, 2000



EMBASSY OF THE
UNITED STATES OF AMERICA

Note No. 103

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Cooperative Republic of Guyana and has the honor to refer to recent discussions between representatives of our two governments regarding the Agreement regarding the status of military and civilian personnel of the United States Department of Defense temporarily present in Guyana in connection with military exercises and training, counter-drug related activities, United States security assistance programs, or other agreed purposes, constituted by Exchange of Notes at Georgetown on December 28 and 29, 2000 (the Agreement), which terminated, in accordance with its terms, on December 29, 2005, and the desire to continue military cooperation between our military forces.

As a result of these discussions, the Embassy proposes that the Agreement constituted by Exchange of Notes on December 28 and 29, 2000, shall, subject to the provisions of the present Agreement, be extended indefinitely with effect from December 29, 2005.

If the foregoing is acceptable to the Government of Guyana, the Embassy proposes that this note, together with the Ministry's reply to that effect, shall constitute an agreement between our two governments which shall enter into force on the date of the Ministry's reply and shall remain in force until either

Party provides the other Party six months written notice, through diplomatic channels, of its intent to terminate the Agreement.

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

Embassy of the United States of America
Georgetown, April 4, 2006





NOTE NO: 556/06

The Ministry of Foreign Affairs of the Republic of Guyana presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 103 of April 4, 2006 which reads as follows:

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Cooperative Republic of Guyana and has the honor to refer to recent discussions between representatives of our two governments regarding the Agreement regarding the status of military and civilian personnel of the United States Department of Defense temporarily present in Guyana in connection with military exercises and training, counter-drug related activities, United States security assistance programs, or other agreed purposes, constituted by Exchange of Notes at Georgetown at December 28 and 29, 2000 (the Agreement), which terminated, in accordance with its terms on December 29, 2005, and the desire to continue military cooperation between our military forces.

As a result of these discussions, the Embassy proposes that the Agreement constituted by Exchange of Notes on December 28 and 29, 2000, shall, subject to the provisions of the present Agreement, be extended indefinitely with effect from December 29, 2005.

If the foregoing is acceptable to the Government of Guyana, the Embassy proposes that this note, together with the Ministry's reply to that effect, shall constitute an agreement between our two Governments which shall enter into force on the date of the Ministry's reply and shall remain in force until either Party provides the other Party six months written notice, through diplomatic channels, of its intent to terminate the Agreement.

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

The Ministry of Foreign Affairs has the further honour to inform the Embassy of the United States of America that the proposals set forth in the Embassy's Note and this Note 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

May 10, 2006

