

DEFENSE

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

Effected by Exchange of Notes at
Libreville April 6 and August 14, 2018



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.”

GABON

Defense

*Agreement effected by exchange of notes at
Libreville April 6 and August 14, 2018;
Entered into force August 14, 2018.*

The Embassy of the United States of America in Libreville presents its compliments to the Ministry of Foreign Affairs of the Gabonese Republic 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; 10 U.S.C. § 333, and other Department of Defense authorities; and the furnishing on a grant basis of defense articles, related training, and other defense services from the United States of America to the Government of the Gabonese Republic under such authorities. In this regard, the Embassy has the honor to refer to the Agreement between the Government of the United States of America and the Government of the Gabonese Republic regarding the provision of defense articles, related training and other defense services, including training provided pursuant to the U.S. International Military Education and Training (IMET) program, on a grant basis, pursuant to the Foreign Assistance Act of 1961, as amended, or successor legislation, effected by exchange of notes at Libreville on July 26, 2006 and August 8, 2007 (the "2007 IMET Agreement").

In connection with these discussions, the Embassy proposes that the Government of the United States of America and the Government of the Gabonese Republic agree:

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

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

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 Gabonese Republic, 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 2007 IMET Agreement and shall govern all aid provided by the United States of America to Gabon under the Foreign Assistance Act of 1961 or successor legislation; the Arms Export Control Act; 10 U.S.C. § 333, and other Department of Defense authorities; and the furnishing on a grant basis of defense articles, related training, and other defense services from the

United States of America to Gabon under such authorities. The Embassy requests the Ministry of Foreign Affairs to use attached the language for the response.

The Embassy of the United States of America in Libreville avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Gabonese Republic the assurance of its highest consideration.

Enclosure: Proposed Response.



Embassy of the United States of America,

Libreville, April 6, 2018.

Proposed Response

The Ministry of Foreign Affairs of the Gabonese Republic presents its compliments to the Embassy of the United States of America in Libreville and has the honor to acknowledge receipt of the Embassy's Note No. 058/18, dated April 6, 2018, which reads as follows:

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

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

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.

The Ministry of Foreign Affairs of the Government of the Gabonese Republic has the honor to confirm that the proposals set forth in the Embassy's note are acceptable to the Government of the Gabonese Republic 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 2007 IMET Agreement.

Ministry of Foreign Affairs

**MINISTERE DES AFFAIRES ETRANGERES,
DE LA COOPERATION, DE LA FRANCOPHONIE
ET DE L'INTEGRATION REGIONALE**



CABINET DU MINISTRE D'ETAT

N°000539 /MAECFIR/CABME/CJ

The Ministry of Foreign Affairs, Cooperation, Francophony and Regional Integration of the Gabonese Republic presents its compliments to the Embassy of the United States of America in Libreville and has the honor to acknowledge receipt of the Embassy's Note No. N° 058/18, dated 6 April 2018, which reads as follows:

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

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

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.

The Ministry of Foreign Affairs of the Government of the Gabonese Republic has the honor to confirm that the proposals set forth in the Embassy's note are acceptable to the Government of the Gabonese Republic 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 2007 IMET Agreement.

The Ministry of Foreign Affairs thanks the Embassy of the United States of America in Libreville for its perfect collaboration and takes this opportunity to renew the assurances and its highest consideration.



Libreville, the 14th August 2018

EMBASSY OF THE UNITED STATE OF AMERICA
-LIBREVILLE-

**MINISTÈRE DES AFFAIRES ÉTRANGÈRES,
DE LA COOPÉRATION, DE LA FRANCOPHONIE
ET DE L'INTEGRATION REGIONALE**



CABINET DU MINISTRE D'ÉTAT

N° 00539 /MAECFIR/CABME/CJ

Le Ministère des Affaires Étrangères, de la Coopération, de la Francophonie et de l'Intégration Régionale présente ses compliments à l'Ambassade des États Unis d'Amérique à Libreville, et a l'honneur de faire référence d'accuser réception de la Note de l'Ambassade N° 058/18, datée du 6 avril, 2018, qui se lit comme suit :

A. Qu'à moins que le consentement écrit du Gouvernement des États-Unis d'Amérique n'ait été obtenu au préalable, le Gouvernement de la République Gabonaise ne devrait pas :

(I) Permettre l'utilisation de ces articles de défense, de formation, y compris du matériel de formation, ou autres services de défense par un quelconque individu n'étant pas officier, employé ou un agent du Gouvernement de la République Gabonaise ;

(II) Transférer, ou permettre à tout officier, employé ou agent du Gouvernement de la République Gabonaise de transférer de tels articles de défense, de formation, y compris le matériel de formation, ou autres services de défense par don, vente, ou autrement ; ou

(III) Utiliser ou permettre l'utilisation de ces articles de défense, de formation, y compris du matériel de formation, ou autres services de défense à des fins autres que celles pour lesquelles ils ont été fournis.

B. Que ces articles de défense, de formation, y compris le matériel de formation, ou autres services de défense, seront retournés au Gouvernement des États-Unis d'Amérique lorsqu'ils ne serviront plus aux fins pour lesquelles ils ont été fournis, à moins que le Gouvernement des États-Unis d'Amérique ne consente à une autre disposition ;

C. Que le produit net de la vente reçu par le Gouvernement de la République Gabonaise au moment de s'en débarrasser, avec le consentement écrit préalable du Gouvernement des États-Unis d'Amérique, de tout article de défense fourni par le Gouvernement des États-Unis d'Amérique à titre gracieux, y compris les débris de tout article de défense, sera reversé au Gouvernement des États-Unis d'Amérique ;

D. Que le Gouvernement de la République Gabonaise assurera la maintenance de la sécurité de ces articles de défense, de formation, y compris du matériel de formation, ou autres services de défense ; qu'il fournira sensiblement le même niveau de protection de sécurité que celui accordé à ces articles de défense, de formation, y compris du matériel de formation, ou autres services de défense par le Gouvernement des États-Unis d'Amérique ; et qu'il autorisera, comme le Gouvernement des États-Unis d'Amérique peut l'exiger, l'observation continue, les inspections programmées, les inventaires physiques et l'examen par les représentants du Gouvernement des États-Unis d'Amérique, et fournira les informations nécessaires aux représentants du Gouvernement des États-Unis d'Amérique en ce qui concerne leur utilisation par le Gouvernement de la République Gabonaise ; et

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.

The Ministry of Foreign Affairs of the Government of the Gabonese Republic has the honor to confirm that the proposals set forth in the Embassy's note are acceptable to the Government of the Gabonese Republic 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 2007 IMET Agreement.

The Ministry of Foreign Affairs thanks the Embassy of the United States of America in Libreville for its perfect collaboration and takes this opportunity to renew the assurances and its highest consideration.



Libreville, the 14th August 2018

EMBASSY OF THE UNITED STATE OF AMERICA
-LIBREVILLE-