

DEFENSE

Status of Forces

Agreement Between the UNITED STATES OF AMERICA and NIGER

Effectuated by Exchange of Notes at
Niamey July 6, 2012 and
January 28, 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.”

NIGER

Defense: Status of Forces

*Agreement effected by exchange of notes at
Niamey July 6, 2012 and January 28, 2013;
Entered into force January 28, 2013.*

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs, Cooperation, African Integration, and Nigeriens Abroad of the Republic of Niger, and has the honor to refer to recent discussions between representatives of our two Governments regarding issues related to United States military and civilian personnel (defined as members of the United States Armed Forces and civilian employees of the United States Department of Defense, respectively, hereafter referred to collectively as United States personnel) and United States contractors (defined as non-Nigerien companies and firms, and their employees who are not nationals of the Republic of Niger, under contract to the United States Department of Defense) who may be temporarily present in the Republic of Niger in connection with visits, training, exercises, and humanitarian activities, and other activities as mutually agreed.

As a result of these discussions, the Embassy proposes that United States personnel be accorded the privileges, exemptions, and immunities equivalent to those accorded to the administrative and technical staff of a

DIPLOMATIC NOTE

diplomatic mission under the Vienna Convention on Diplomatic Relations of April 18, 1961; that United States personnel may enter and exit the Republic of Niger with United States identification and with collective movement or individual travel orders; that the Republic of Niger shall accept as valid all professional licenses issued by the United States, its political subdivisions or States thereof to United States personnel for the provision of services to authorized personnel; and that Republic of Niger authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles. The Embassy further proposes that United States personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders.

The Government of the Republic of Niger recognizes the particular importance of disciplinary control by United States Armed Forces authorities over United States personnel and, therefore, authorizes the Government of the United States to exercise criminal jurisdiction over United States military personnel while in the Republic of Niger.

The Embassy further proposes that the United States Department of Defense and United States personnel shall not be liable to pay any tax or similar charge assessed within the Republic of Niger and that the United States Department of Defense and United States personnel may import into, export out of, and use in the Republic of Niger any personal property, equipment, supplies, materiel, technology, training, or services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within the Republic of Niger.

The Governments of the United States of America and the Republic of Niger shall cooperate to take such measures as may be necessary to ensure the security and protection of United States personnel, property, equipment, records, and official information in the Republic of Niger.

The Embassy proposes that vehicles operated by or, at the time, exclusively for the United States Department of Defense may enter, exit, and move freely within the territory of the Republic of Niger, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Aircraft owned or operated by or, at the time, exclusively for the United States Department of Defense shall not be

subject to the payment of landing or parking fees at facilities owned and operated by the Government of the Republic of Niger. Aircraft owned and operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to payment of navigation, overflight, terminal, or similar charges when in the territory of the Republic of Niger. The United States Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Nigerien Armed Forces less taxes and similar charges. Aircraft and vessels of the United States Government shall be free from boarding and inspection.

The Embassy also proposes that the United States Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the Republic of Niger without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment, or services. Such contracts shall be solicited, awarded and administered in accordance with the laws and regulations of the Government of the United States of America. Acquisition of articles and services in the Republic of Niger by or on behalf of the United States Department of Defense in connection with activities under this

Agreement shall not be subject to any taxes or similar charges in the Republic of Niger.

The Embassy further proposes that United States contractors shall not be liable to pay any tax or similar charge assessed within the Republic of Niger in connection with activities under this Agreement and that such contractors may import into, export out of, and use in the Republic of Niger any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with the United States Department of Defense in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within the Republic of Niger.

The Embassy proposes that United States contractors shall be granted the same treatment as United States personnel with respect to professional and drivers' licenses.

The Embassy proposes that United States personnel shall have freedom of movement and access to and use of mutually agreed

transportation, storage, training, and other facilities required in connection with activities under this Agreement.

The Government of the Republic of Niger recognizes that it may be necessary for the United States Armed Forces to use the radio spectrum.

The United States Department of Defense shall be allowed to operate its own telecommunication systems (as telecommunication is defined in the 1992 Constitution and Convention of the International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio spectrum for this purpose. Use of the radio spectrum shall be free of cost to the United States Government.

Further, the Embassy proposes that the Parties waive any and all claims (other than contractual claims) against each other for damage to, loss, or destruction of the other's property or injury or death to personnel of either Party's armed forces or their civilian personnel arising out of the performance of their official duties in connection with activities under this Agreement. Claims by third parties for damages or loss caused by United

States personnel shall be resolved by the United States Government in accordance with United States laws and regulations.

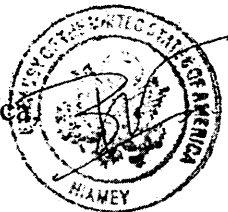
Finally, the Embassy proposes further that our two governments or their designated representatives may enter into implementing arrangements to carry out the provisions of this Agreement.

If the foregoing is acceptable to the Government of the Republic of Niger, the Embassy proposes that this note, together with the Ministry's reply to that effect, shall constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs, Cooperation, African Integration, and Nigeriens Abroad of the Republic of Niger the assurance of its highest consideration.

Embassy of the United States of America

Niamey, July 6, 2012.





TRANSLATION

Republic of Niger

Ministry of Foreign Affairs, Cooperation, African Integration, and Nigeriens Abroad
[initialed]
Bureau of Legal and Consular Affairs [initialed]
Office of Legal Affairs
Multilateral Legal Division

No. 0000752/MAE/C/IA/NE/DGAJ/C

January 28, 2013

The Ministry of Foreign Affairs, Cooperation, African Integration, and Nigeriens Abroad of the Republic of Niger presents its compliments to the Embassy of the United States of America at Niamey and has the honor to ask it to disregard Nigerien note No. 0000706/MAE/C/IA/NE/DGAJ/NE/DAJ/MULT2 of January 23, 2013, and to note that the Ministry hereby communicates its acceptance of all terms of the draft agreement on the status of United States military personnel and civilian employees of the United States Department of Defense, as embodied in Embassy note verbale No. 174 of July 6, 2012.

Accordingly, the Ministry requests that the Embassy of the United States of America at Niamey to consider aforementioned note No. 174, together with this note, to constitute an agreement between the United States of America and Niger.

Embassy of the United States of America,
Niamey

The Ministry of Foreign Affairs, Cooperation, African Integration, and Nigeriens
Abroad thanks the Embassy of the United States of America for its assistance and
[complimentary close].

[Initialed]

[Ministry stamp]

REPUBLIQUE DU NIGER



28 JAN. 2013

**MINISTRE DES AFFAIRES ETRANGERES, DE LA
COOPERATION, DE L'INTEGRATION AFRICAINE
ET DES NIGERIENS A L'EXTERIEUR**

**DIRECTION GENERALE DES AFFAIRES JURIDIQUES
ET CONSULAIRES**

DIRECTION DES AFFAIRES JURIDIQUES

DIVISION JURIDIQUE MULTILATERALE

N° **0000752** /MAE/C/IA/NE/DGAJ/C

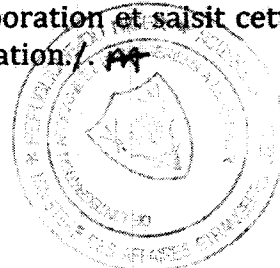
Le Ministère des Affaires Etrangères, de la Coopération, de l'Intégration Africaine et des Nigériens à l'Extérieur de la République du Niger présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Niamey, et a l'honneur de lui demander de ne pas tenir compte de sa note n°0000706/MAE/C/IA/NE/DGAJ/NE/DAJ/MULT2 du 23 janvier 2013 et de bien vouloir noter que le Ministère marque son accord sur l'ensemble du contenu du projet de statut du Personnel militaire des Etats-Unis et des employés civils du Département américain de la Défense tel qu'incorporé à la note verbale de l'Ambassade n°174 du 06 juillet 2012.

Par conséquent le Ministère demande à l'Ambassade des Etats-Unis d'Amérique à Niamey de bien vouloir considérer sa note n°174 suscitée et la présente note comme constituant un accord entre les Etats-Unis d'Amérique et la République du Niger.

Le Ministère des Affaires Etrangères, de la Coopération, de l'Intégration Africaine et des Nigériens à l'Extérieur de la République du Niger remercie l'Ambassade des Etats-Unis d'Amérique pour sa collaboration et saisit cette occasion pour lui renouveler les assurances de sa haute considération. / **AA**

AMBASSADE DES ETATS-UNIS D'AMERIQUE

NIAMEY



received
01-26-13