

DEFENSE

**Agreement between the
UNITED STATES OF AMERICA
and the ECONOMIC COMMUNITY OF
WEST AFRICAN STATES**

Effectuated by Exchange of Notes at Abuja
January 24 and February 14, 2003



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.”

**ECONOMIC COMMUNITY OF
WEST AFRICAN STATES**

Defense

*Agreement effected by exchange of notes at
Abuja January 24 and February 14, 2003;
Entered into force February 14, 2003.*

No. 03-2

The Embassy of the United States of America presents its compliments to the Economic Community of West African States (ECOWAS) and has the honor to refer to the proposed loan of USG equipment (vehicles, radios, generators and any other equipment) and the provision of logistic support services to ECOWAS in support of the prospective ECOFORCE peacekeeping operation (PKO) in Cote d'Ivoire and to previous discussions between representatives of the United States and ECOWAS regarding grants under the Foreign Assistance Act of 1961, as amended, or successor legislation, and the furnishing of defense articles, related training to include training related to defense articles under the United States' International Military and Education Training program, and other defense services from the United States of America to ECOWAS.

In accordance with these discussions, it is proposed that ECOWAS agree with respect to the furnishing of defense articles by grant, related training (including training related material) to include training related to defense articles under the United States' International Military and Education Training program, and other defense services by grant:

A. That unless the consent of the government of the United States of America has been first obtained ECOWAS shall not:

(i) Permit any use of such defense articles or related training including training materials or other defense services by anyone not an officer, employee or agent of ECOWAS;

(ii) Transfer or permit any officer, employee or agent of ECOWAS to transfer such articles or related training including training materials or other defense services by gift, sale or otherwise; or

(iii) Use or permit the use of such articles or related training including training materials or other defense services for purposes other than those for which provided;

B. It is proposed that ECOWAS agree with respect to the loan of USG equipment (vehicles, radios, generators and any other equipment) and the provision of logistic support services to ECOWAS in Support of the prospective ECOFORCE peacekeeping operation (PKO) in Cote d'Ivoire;

That unless the consent of the government of the United States of America has been first obtained ECOWAS shall not:

(i) Permit any use of such equipment (vehicles, radios, generators) or logistic support services by anyone not an officer, employee or agent of ECOWAS or its member states participating in the ECOFORCE PKO;

(ii) Permit any officer, employee or agent of ECOWAS to transfer such equipment (vehicles radios, generators) and logistic support services by gift, sale or otherwise except to other member states participating in the ECOFORCE; or

(iii) Use or permit the use of such equipment (vehicles, radios, generators) or logistic support services for purposes other than the ECOFORCE PKO;

C. That said articles, equipment, or related training Including training materials or 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;

D. That the net proceeds of sale received by ECOWAS 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;

E. That ECOWAS shall maintain the security of such articles, equipment, related training including training materials, and other defense services; that it shall provide substantially the same degree of security protection afforded to such articles or related training including training materials or other defense services by the Government of the United States of America; that it shall, as the United States may require, permit continuous observation 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 ECOWAS; and

F. That the Government of the United States of America may also from time to time make the provision of articles, equipment, services, and related training furnished under other authority (except the United States Arms Export Control Act) subject to the terms and conditions of this Agreement. (Transfers under the United States Arms Export Control Act shall continue to be governed by the requirements of that Act and United States regulations applicable to such transfers.)

ECOWAS' note stating that the foregoing is acceptable to ECOWAS shall, together with this note, constitute an Agreement between the United States and ECOWAS, which shall enter into force on the date of ECOWAS' reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Economic Community of West African States (ECOWAS) the assurances of its highest consideration.

Embassy of the United States of America

Abuja, January 24, 2003





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ECW/REL/087A/ES/18

The Executive Secretariat of the Economic Community of West African States (ECOWAS) presents its compliments to the Embassy of the United States of America, and with reference to the latter's note n° 03-2 dated January 24, 2003, has the honour to confirm that proposals set forth in the Embassy's note are acceptable to ECOWAS and that the Embassy's note and this note in reply shall constitute an agreement between ECOWAS and the United States which shall enter into force on this date, February 14, 2003.

The Executive Secretariat of the Economic Community of West African States (ECOWAS) avails itself of this opportunity to renew to the Embassy of the United States of America, the assurances of its highest consideration.

February 14, 2003

**EMBASSY OF THE UNITED STATES OF AMERICA
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