

No. 031

The Embassy of the United States of America present its compliments to the Ministry of Foreign Affairs of Belize and has the honor to refer to earlier discussions between representatives of the two Governments regarding grants under the Foreign Assistance Act of 1961, as amended, or successor legislation, and the furnishing of defense articles, related training, and other defense services, including pursuant to the International Military Education and Training program, from the United States of America to the Government of Belize pursuant to the Foreign Assistance Act of 1961, as amended, or successor legislation. In this regard, the Embassy refers to the Agreement regarding the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program, effected by an exchange of notes at Belize and Belmopan on December 8, 1981, and January 15, 1982, and the Agreement regarding grants of defense articles and services to Belize, effected by an exchange of notes at Belize and Belmopan on August 6 and 23, 1990.

In accordance with these discussions, it is proposed that the Government of Belize agree:

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

DIPLOMATIC NOTE

(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 Belize;

(II) Transfer, or permit any officer, employee or agent of the Government of Belize 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 provided;

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 Belize in disposing of, with prior written consent of the Government of the United States of America, any defense article furnished by 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 Belize shall maintain the security of such defense articles, related training, including training materials, and other defense services; that it shall provide substantially the same degree of security protection afforded to such defense articles, related training, including training materials, or other defense services by the Government of the United States of America; that it shall, as the Government of the United States of America 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 the Government of Belize; 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 (except the United States Arms Export Control Act) subject to the terms and conditions of the agreement proposed herein. (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.)

The Ministry's note stating that the foregoing is acceptable to the Government of Belize shall, together with this note, constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's note and shall supersede in their entirety the aforementioned 1982 and 1990 agreements. For the Ministry's convenience, a draft of the proposed reply is attached.

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

Attachment: as stated.



Embassy of the United States of America,

Belmopan, Belize,

May 22, 2007.



MINISTRY OF FOREIGN AFFAIRS & FOREIGN TRADE

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Our Reference: F\BR/17/07 (115)

NOTE NO. 502

The Ministry of Foreign Affairs of Belize presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of Diplomatic Note number 031 dated 22nd May 2007, that states the following:

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of Belize and has the honor to refer to the previous discussions held between representatives of the two governments regarding grants under the Foreign Assistance Act of 1961, as amended, or successor legislation, and the furnishing of defense articles, related training and other defense services, including pursuant to the International Military Education and Training Program, from the United States of America to the Government of Belize pursuant to the Foreign Assistance Act of 1961, as amended or successor legislation. In this regard the Embassy refers to the Agreement regarding the provisions of training related to the defense articles under the United States International Military Education and Training (IMET) Program, effected by an exchange of notes at Belize and Belmopan on December 8, 1981, and January 15 1982 and the Agreement regarding grants of defense articles and services to Belize, effected by an exchange of notes at Belize and Belmopan on August 6 and 23, 1990.

In accordance with these discussions, it is proposed that the Government of Belize agree:

- A. *That unless the consent of the Government of the United States has been first obtained, the Government of Belize 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 Belize*
 - (II) *Transfer or permit any officer, employee or agent of the Government of Belize 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 provided*
- 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 Belize in disposing of,*

with prior written consent of the Government of the United States of America, any defense article furnished by the United States of America on a grant basis, including scrap from any such defense articles, shall be paid to the Government of the United States of America;

- D.** *That the Government of Belize shall maintain the security of such defense articles, related training, including training materials, and other defense services; that it shall provide substantially the same degree of security protection afforded to such defense articles, related training, including training material, or other defense services by the Government of the United States of America; that it shall, as the Government of the United States of America 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 the Government of Belize; 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 (except the United States Arms Export Control Act) subject to the terms and conditions of the Agreement proposed herein. (Transfer under the United States Arms Export Control Act shall continue to be governed by the requirements of that Act and the United States regulations applicable to transfers.)*

The Ministry's note stating that the foregoing is acceptable to the Government of Belize shall, together with this note, constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's note and shall supersede in their entirety the aforementioned 1982 and 1990 agreements.

The Ministry of Foreign Affairs of Belize has the honour to confirm that the proposal set forth in the Embassy's note, as contained above, is acceptable to the Government of Belize 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 their entirety the aforementioned 1982 and 1990 agreements.

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

BELMOPAN, BELIZE 8TH AUGUST 2007

Embassy of the United States of America
Belmopan
Belize

