

No. 7114

**UNITED STATES OF AMERICA
and
NIGER**

**Exchange of notes constituting an agreement relating to the
Peace Corps. Niamey, 23 July 1962**

Official texts: English and French.

Registered by the United States of America on 6 February 1964.

**ÉTATS-UNIS D'AMÉRIQUE
et
NIGER**

**Échange de notes constituant un accord relatif au Peace
Corps. Niamey, 23 juillet 1962**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 6 février 1964.

No. 7114. EXCHANGE OF NOTES
CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES
OF AMERICA AND NIGER RE-
LATING TO THE PEACE CORPS.
NIAMEY, 23 JULY 1962

N° 7114. ÉCHANGE DE NOTES
CONSTITUANT UN ACCORD¹
ENTRE LES ÉTATS-UNIS D'AMÉ-
RIQUE ET LE NIGER RELATIF
AU PEACE CORPS. NIAMEY,
23 JUILLET 1962

I

*The American Ambassador to the President
of the Republic of Niger*

*L'Ambassadeur des États-Unis d'Amé-
rique au Président de la République du
Niger*

EMBASSY OF THE UNITED STATES OF AMERICA

July 23, 1962

No. 10

Excellency :

I have the honor to refer to recent conversations and correspondence between representatives of our two governments and to propose the official conclusion of the following understandings with respect to the assignment to Niger of the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, will live and work for periods of time in the Republic of Niger.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Republic of Niger and approved by the Government of the United States to perform mutually agreed tasks in Niger. The Volunteers will work under the immediate supervision of governmental or private organizations in Niger designated by our two governments. The Government of the United States will provide training to enable the Volunteers to perform their tasks in the most effective way.

2. The Government of Niger will accord equitable treatment to the Volunteers and their property ; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Niger ; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Niger will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Niger, from all customs duties or other charges on their personal property introduced into Niger for their own use at the time of their arrival and from all other taxes or other charges (including immigration fees), except license fees and taxes or other charges included in the prices of equipment, supplies and services.

¹ Came into force on 23 July 1962 by the exchange of the said notes.

¹ Entré en vigueur le 23 juillet 1962 par l'échange desdites notes.

3. The Government of the United States will provide the Volunteers with such limited quantities of equipment and supplies as our two Governments may consider necessary to enable the Volunteers to perform their tasks effectively. The Government of Niger will exempt from all taxes, customs duties, and other charges all equipment and supplies introduced into or acquired in Niger by the Government of the United States or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Niger will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Niger. The Government of Niger will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Niger, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Niger will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Niger for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Niger will accord personnel of United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Niger for their own use as is accorded Volunteers hereunder.

5. The Government of Niger will exempt from investment and deposit requirements and currency controls all funds introduced into Niger for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Niger at the highest rate which is not unlawful in Niger.

6. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Niger as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

Accept, Excellency, the renewed assurance of my highest consideration.

Mercer COOK

His Excellency Hamani Diori
President of the Republic of Niger
Niamey

Niger, conclure les arrangements qui sembleront nécessaires ou souhaitables aux fins de la mise en œuvre du présent Accord. Les engagements pris par chacun des deux Gouvernements dans le cadre du présent Accord sont subordonnés à la disponibilité des crédits et aux lois de chacun des deux Gouvernements applicables en la matière.

« Si ces arrangements recueillent l'agrément de votre Gouvernement, j'ai l'honneur de proposer que la présente lettre et la réponse de votre Gouvernement indiquant son agrément constituent entre nos deux Gouvernements un accord qui prendra effet à la date de la réponse de votre Gouvernement et demeurera en vigueur jusqu'au quatre-vingt-dixième jour qui suivra la date à laquelle l'un des deux Gouvernements aura notifié par écrit à l'autre Gouvernement son intention d'y mettre fin. »

J'ai l'honneur de vous faire savoir que cet arrangement recueille l'agrément du Gouvernement de la République du Niger. En conséquence votre lettre en date du 23 juillet 1962 et la présente lettre devront donc être considérées comme constituant l'accord de nos deux Gouvernements.

Veillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

D. HAMANI

Son Excellence Monsieur l'Ambassadeur
des États-Unis d'Amérique

Niamey

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF NIGER

Fraternity — Labor — Progress

THE PRESIDENT OF THE REPUBLIC

Niamey, July 23, 1963

Mr. Ambassador :

I have the honor to acknowledge receipt of Your Excellency's note dated July 23, 1962, which in translation reads as follows :

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.

[See note I]

I have the honor to inform you that these understandings are acceptable to the Government of the Republic of Niger. Consequently, your note dated July 23, 1962 and this note shall be considered as constituting an agreement between our two Governments.

Accept, Mr. Ambassador, the assurances of my very high consideration.

D. HAMANI

His Excellency the Ambassador
of the United States of America

Niamey