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**No. 7943**

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**UNITED STATES OF AMERICA  
and  
MALAWI**

**Exchange of notes constituting an agreement relating to the  
Peace Corps. Blantyre, 4 March 1965, and Zomba,  
20 April 1965**

*Official text: English.*

*Registered by the United States of America on 24 September 1965.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
MALAWI**

**Échange de notes constituant un accord relatif au Peace  
Corps. Blantyre, 4 mars 1965, et Zomba, 20 avril 1965**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 24 septembre 1965.*

No. 7943. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND MALAWI RELATING TO THE PEACE CORPS. BLANTYRE, 4 MARCH 1965, AND ZOMBA, 20 APRIL 1965

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I

*The American Ambassador to the Malawi Prime Minister*

No. 40

Blantyre, March 4, 1965

Excellency :

I have the honor to present herein the final agreement as developed by representatives of our two Governments with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of the Government of Malawi, have lived and worked and in the future may live and work for periods of time in Malawi.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Malawi and approved by the Government of the United States to perform mutually agreed tasks in Malawi. The Volunteers will work under the immediate supervision of governmental or private organizations in Malawi designated by the Government of Malawi and the Government of the United States. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks.

2. The Government of Malawi 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 Malawi ; 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 Malawi will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Malawi, from all customs duties or other charges on their personal property introduced into Malawi for their own use at or about the time of their arrival, and from all other taxes or other charges (including immigration fees), except licences fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as the Government of Malawi and the Government of

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<sup>1</sup> Came into force on 20 April 1965 by the exchange of the said notes.

the United States may agree should be provided by the Government of the United States to enable the Volunteers to perform their task effectively. The Government of Malawi will exempt from taxes, customs duties and other charges all equipment and supplies introduced into or acquired in Malawi by the Government of the United States, or any United States private organization financed by it performing functions hereunder under contract with the Government of the United States.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Malawi 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 Malawi. The Government of Malawi will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Malawi, and from all other taxes or other charges (including immigration fees), except licence fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Malawi 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 Malawi for their own use as is accorded personnel of comparable rank or grade of the Government of the United States' mission to Malawi. The Government of Malawi 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 Malawi for their own use as is accorded Volunteers hereunder.

5. The Government of Malawi will exempt from investment and deposit requirements and currency controls all funds introduced into Malawi for use hereunder by the Government of the United States or any United States private organization financed by it performing functions hereunder under contract with the Government of the United States. Such funds shall be convertible into the currency of Malawi at the highest rate which is not unlawful in Malawi.

6. Appropriate representatives of the Government of Malawi and the Government of the United States may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Malawi 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 assurances of my highest consideration.

Sam P. GILSTRAP

His Excellency Ngwazi Dr. H. Kamuzu Banda  
Prime Minister of Malawi

## II

*The Malawi Prime Minister (Minister of External Affairs) to the American Ambassador*

OFFICE OF THE PRIME MINISTER  
ZOMBA, MALAWI

20th April, 1965

Excellency,

I have the honour ot acknowledge receipt of your Note of the 4th March, 1965, which reads as follows :

[See note I]

In reply I have the honour to inform you that the foregoing is acceptable to the Government of Malawi and that your Note and this reply is regarded as constituting an agreement between the two Governments in this matter which shall enter into force on this date.

Please accept, Excellency, the renewed assurances of my highest consideration.

H. Kamuzu BANDA  
Prime Minister  
and Minister of External Affairs