

No. 9907

**UNITED STATES OF AMERICA
and
DAHOMEY**

**Exchange of notes constituting an agreement relating to the
Peace Corps. Cotonou, 30 June and 3 July 1967**

Authentic text: English and French.

Registered by the United States of America on 1 October 1969.

**ÉTATS-UNIS D'AMÉRIQUE
et
DAHOMÉY**

**Échange de notes constituant un accord relatif au Peace
Corps. Cotonou, 30 juin et 3 juillet 1967**

Textes authentiques: anglais et français.

Enregistré par les États-Unis d'Amérique le 1^{er} Octobre 1969.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND DAHOMEY RELATING TO THE PEACE CORPS

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE DAHOMEY RELATIF AU PEACE CORPS

I

No. 211

Cotonou, June 30, 1967

Excellency:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings 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 your Government, would live and work for periods of time in Dahomey.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Dahomey and approved by the Government of the United States to perform work under the immediate supervision of governmental or private organizations in Dahomey designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks. The Government of Dahomey will bear such share of the costs of the Peace Corps program incurred in Dahomey as our two Governments may agree should be contributed by it.

2. The Government of Dahomey 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 Dahomey; 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 Dahomey will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Dahomey, from all custom duties or other charges on their personal property introduced into Dahomey for their own use at or about the time of their arrival, or within

¹ Came into force on 3 July 1967 by the exchange of the said notes.

¹ Entré en vigueur le 3 juillet 1967 par l'échange desdites notes.

180 days after their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the price 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 our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Dahomey will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Dahomey 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 Dahomey 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 Dahomey. The Government of Dahomey will exempt such persons from all taxes on income derived from the Peace Corps work or sources outside Dahomey, 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 Dahomey 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 Dahomey for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Dahomey will accord personnel of the 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 Dahomey for their own use as is accorded Volunteers hereunder.

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

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 Dahomey 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.

John R. CLINGERMAN
Chargé d'Affaires ad interim

His Excellency Dr. Emile-Derlin Zinsou
Minister of Foreign Affairs
Cotonou

[TRADUCTION — TRANSLATION]

N° 211

Cotonou, le 30 juin 1967

Excellence,

[Voir note II]

Veillez agréer, etc.

John R. CLINGERMAN
Chargé d'affaires par intérim

Son Excellence Dr. Emile-Derlin Zinsou
Ministre des affaires étrangères
Cotonou

II

RÉPUBLIQUE DU DAHOMEY
MINISTÈRE DES AFFAIRES ÉTRANGÈRES
Fraternité — Justice — Travail

N° —/M.A.E./OI/A

Cotonou, le 3 Juil. 1967

Monsieur le Chargé d'Affaires a.i.,

J'ai l'honneur d'accuser réception de votre lettre en date du 30 Juin 1967 ainsi conçue:

« Excellence,

J'ai l'honneur de me référer aux conversations qui ont eu lieu récemment entre les représentants de nos deux Gouvernements et de proposer que soient conclus les arrangements suivants relatifs aux Américains et

Veillez agréer, Monsieur le Chargé d'Affaires a.i., les assurances de ma haute considération.

Pour le Ministre absent,
Le Ministre de la Santé Publique et des Affaires Sociales,
chargé de l'intérim:
D. BADAROU

[SCEAU]

Monsieur John R. Clingerman
Chargé d'Affaires a.i.
Ambassade des États-Unis d'Amérique
Cotonou

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF DAHOMEY
MINISTRY OF FOREIGN AFFAIRS
Fraternity — Justice — Labor

No. —./M.A.E./OI/A

Cotonou, July 3, 1967

Mr. Chargé d'Affaires ad interim

I have the honor to acknowledge receipt of your note dated June 30, 1967, which reads as follows:

[See note I]

I take pleasure in confirming my Government's agreement to all the terms of the note quoted above.

Accept, Mr. Chargé d'Affaires ad interim, the assurances of my high consideration.

For the Minister in his absence:

[SEAL]

D. BADAROU
Minister of Public Health and Social Affairs,
Acting Minister

Mr. John R. Clingerman
Chargé d'affaires ad interim
Embassy of the United States of America
Cotonou

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

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