

No. 10144

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**UNITED STATES OF AMERICA  
and  
UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
(ON BEHALF OF TONGA)**

**Exchange of notes constituting an agreement relating to the  
Peace Corps. Suva, Fiji, 17 May, and Nuku'alofa, Tonga,  
27 May 1968**

*Authentic text : English.*

*Registered by the United States of America on 5 January 1970.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
(AU NOM DES TONGA)**

**Échange de notes constituant un accord relatif au Peace  
Corps. Suva (Fidji), 17 mai, et Nuku'alofa (Tonga),  
27 mai 1968**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 5 janvier 1970.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND  
THE UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND (ON BEHALF OF TONGA) RE-  
LATING TO THE PEACE CORPS

I

*The American Consul to the Premier of Tonga*

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

No. 1

Suva, May 17, 1968

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 Tonga.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Tonga and approved by the Government of the United States to perform mutually agreed tasks in Tonga. The Volunteers will work under the immediate supervision of governmental or private organizations in Tonga 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 Tonga and the Government of the United States shall each bear a fair share of the cost of maintaining and accommodating Peace Corps Volunteers while in Tonga.

2. The Government of Tonga 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 Tonga; 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 Tonga will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Tonga, from all customs duties or other charges on their personal property for their own use introduced into Tonga for a period of up to six months from the date of the Volunteer's arrival in the Kingdom, 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.

<sup>1</sup> Came into force on 27 May 1968 by the exchange of the said notes.

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 Tonga will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Tonga 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 Tonga 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 Tonga. The Government of Tonga will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Tonga, 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 Tonga will exempt the Peace Corps representative and his staff from the payment of customs duties or other charges on personal property for their own use introduced into Tonga for a period of up to nine months from the date of their arrival in the Kingdom. The Government of Tonga will accord personnel of the United States private organizations under contract with the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Tonga for their own use as is accorded Volunteers hereunder.

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

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 Tonga 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 the Government of the United States of America and the Government of His Majesty the King of Tonga, acting with the authority and consent of Her Majesty's Government in the United Kingdom, 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.

Louis J. LINK

His Royal Highness the Prince Tu'ipelehake  
Premier of Tonga  
Nuku'alofa

## II

### *The Premier of Tonga to the American Consul*

PREMIER'S OFFICE  
NUKU'ALOFA, TONGA

Ref. : F.34/3/6.V.2.

27 May, 1968

Sir,

I have the honour to refer to your note dated the 17th May, 1968 proposing 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 His Majesty's Government, would live and work for periods of time in Tonga.

[*See note I*]

I have the further honour to inform you that these understandings are acceptable to His Majesty's Government, and that your note and this note being His Majesty's Government's reply note concurring therein shall constitute an agreement between the Government of the United States of America and the Government of His Majesty the King of Tonga, acting with the authority and consent of Her Majesty's Government in the United Kingdom which shall enter into force on the date of His Majesty's 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.

I have the honour to be, Sir, your obedient servant,

TU'IPELEHAKE  
Premier

Louis J. Link, Esquire  
American Consul  
Consulate of the United States of America  
Suva, Fiji