

No. 10848

**UNITED STATES OF AMERICA
and
SWAZILAND**

**General Agreement for special development assistance.
Signed at Mbabane on 3 June 1970**

Authentic text: English.

Registered by the United States of America on 1 December 1970.

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

**Accord général relatif à une assistance spéciale pour le
développement. Signé à Mbabane le 3 juin 1970**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 1^{er} décembre 1970.

GENERAL AGREEMENT¹ SPECIAL DEVELOPMENT ASSISTANCE

I. OBJECTIVE

The purpose of this Agreement is to provide a framework for assistance by the United States of America for small development activities in the Kingdom of Swaziland for which primary responsibility is reposed in the Government or People of the Kingdom of Swaziland. Such assistance shall be furnished as agreed upon by the Embassy of the United States of America ("Embassy») and the Government of the Kingdom of Swaziland, pursuant to the Foreign Assistance Act of 1961, as amended. Such assistance will be directed toward those activities in which self-help by the Government or People of the Kingdom of Swaziland is an important element.

II. METHODS OF IMPLEMENTATION

A. Pursuant to this Agreement the Embassy will consider requests for assistance for small development activities proposed by the Government of the Kingdom of Swaziland or requests for such activities which have been proposed by local governments or private organizations within Swaziland and concurred in by the Government of the Kingdom of Swaziland.

B. After determination to proceed with any proposed activity, the Embassy will prepare a brief description of the activity and the responsibilities to be undertaken by the Embassy and by the Government of the Kingdom of Swaziland or the local government or private organization sponsoring the activity. After the Government of the Kingdom of Swaziland or the local government or private organization sponsoring the activity has agreed to such a description, obligation of United States' funds for the activity will be by Embassy purchase order or other contractual document for the goods and services financed by the United States of America.

III. SPECIAL PROVISIONS

A. The Government of the Kingdom of Swaziland will make such arrangements as may be necessary so that funds introduced into Swaziland

¹ Came into force on 3 June 1970 by signature, in accordance with section III, paragraph G

by the Embassy or any public or private agency for purposes of carrying out obligations of the United States Government hereunder shall be convertible into currency of Swaziland at the highest rate which, at the time the conversion is made, is not unlawful in Swaziland.

B. The Embassy shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government and of Swaziland.

C. If the Embassy or any public or private organization furnishing commodities through United States Government financing for operations hereunder in Swaziland is, under the laws, regulations, or administrative procedures of Swaziland or any other country, liable for customs duties or import taxes on commodities imported into Swaziland for the purpose of carrying out an activity under this Agreement, the Government of the Kingdom of Swaziland will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

D. The two parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of an activity under this Agreement and until three years after the completion of the activity, shall further have the right (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection, and audit described in the preceding sentence are reserved to the party which did the financing.

E. Upon completion of each activity, a Completion Report shall be promptly drawn up by the Embassy, signed by appropriate representatives of the Embassy and the Government of the Kingdom of Swaziland, or the local government or private organization receiving the United States assistance, and submitted to the Embassy and the Government of the Kingdom of Swaziland. The Completion Report shall include a summary of the actual contributions by both the United States of America and the Government of the Kingdom of Swaziland, or other local or private entity, to such activity, and shall provide a record of what was done, the objectives achieved, and related basic data. The Embassy and the Government of the Kingdom of Swaziland, or the appropriate local or private entity,

shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.

F. Any property furnished to the Government of the Kingdom of Swaziland through financing pursuant to this Agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project, and thereafter shall be used so as to further the objectives sought in carrying out the project. The Government of the Kingdom of Swaziland, unless otherwise agreed by the United States Government, shall offer to return to the United States Government or to reimburse the United States Government for, any property which it obtains through financing by the United States Government pursuant to this Agreement which is not used in accordance with the preceding sentence.

G. This Agreement shall enter into force when signed. All or any part of the assistance provided herein may be terminated by either government if that government determines that by changed conditions such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered. It is expressly understood that the obligations under paragraph F relating to the use of property shall remain in force after such termination.

DONE in Mbabane, Swaziland, the 3rd of June, 1970.

For the Government of the United States of America :

[Signed]

ROBERT W. CHASE
Chargé d'Affaires, a.i.

For the Government of the Kingdom of Swaziland :

[Signed]

MAKHOSINI J. DLAMINI
Prime Minister and Minister Responsible for Foreign Affairs