

No. 11346

**UNITED STATES OF AMERICA
and
BOTSWANA**

**Exchange of notes constituting an agreement relating to the
Peace Corps. Gaborone, 14 May 1971**

Authentic text: English.

Registered by the United States of America on 21 September 1971.

**ÉTATS-UNIS D'AMÉRIQUE
et
BOTSWANA**

**Échange de notes constituant un accord relatif au Peace
Corps. Gaborones, 14 mai 1971**

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 21 septembre 1971.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT ¹
BETWEEN THE UNITED STATES OF AMERICA AND
BOTSWANA RELATING TO THE PEACE CORPS

I

*The American Chargé d'Affaires ad interim to the President
of the Republic of Botswana*

No. 14

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 Botswana.

1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of Botswana and approved by the Government of the United States to perform mutually agreed tasks in Botswana. The Government of the United States will provide training to enable the volunteers to perform more effectively their agreed tasks. The Government of Botswana will bear such share of the costs of the Peace Corps program incurred in Botswana as our two Governments may agree shall be contributed by it.

2. The Government of Botswana 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 Botswana; and fully consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Botswana will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Botswana from all customs duties or other charges on their personal property introduced into Botswana for their own use at or about the time of their arrival or within six months thereafter, and

¹ Came into force on 14 May 1971, the date of the note in reply, in accordance with the provisions of the said notes.

from all other taxes or charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of Botswana will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into Botswana or purchased prior to clearance through customs, 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 Botswana will receive a Representative of the Peace Corps, such staff of the Representative, and such personnel of the United States private organizations performing Peace Corps program functions under contract with the Government of the United States as are acceptable to the Government of Botswana. The Government of Botswana will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Botswana, and from all other taxes or charges (including immigration fees) except licence fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Botswana will exempt the Peace Corps Representative, and his staff from payment of customs duties or other charges on personal effects introduced into Botswana for their own use, as is accorded personnel of comparable rank or grade of the Embassy of the United States; provided that the aforesaid exemption in respect of customs duties shall be restricted to personal effects introduced into Botswana by the Peace Corps Representative and his staff within six months of the first arrival in Botswana of such Representative or staff, or within such further period as the Director of Customs and Excise may allow. Personal effects or other property of the Peace Corps Representative and his staff introduced into Botswana after such period shall be subject to customs duties. The Government of Botswana 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 effects introduced into Botswana for their own use as is accorded volunteers hereunder.

5. The Government of Botswana will exempt from investment and deposit requirements and currency controls all funds introduced into Botswana for use under this agreement by the Government of the United States or contractors

financed by it. Such funds will be convertible into currency of Botswana at the highest rate which is not unlawful in Botswana.

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 Botswana 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.

7. These undertakings may be amended from time to time by mutual consent of our two Governments.

I propose that, if these undertakings 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 become effective 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 the Agreement.

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

W. KENNEDY CROMWELL

Embassy of the United States of America
Gaborone, Botswana, May 14, 1971

II

*The President of the Republic of Botswana to the
American Chargé d'Affaires ad interim*

REPUBLIC OF BOTSWANA
OFFICE OF THE PRESIDENT
GABERONES

14 May 1971

No. 19

Excellency,

I have the honour to refer to Embassy of the United States Note No. 14, dated the 14th May, 1971, in which are made certain proposals regarding volunteers of the Peace Corps who, at the request of the Botswana Government, live

and work for periods of time in Botswana; the proposals made in the Note being as follows:

[See note I]

I have pleasure in informing you that these undertakings are acceptable to my Government, as is the proposal that this Note and your Note No. 14 shall constitute an Agreement between our two Governments, which shall become effective on this 14th day of May, 1971, 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 the Agreement.

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

S. KHAMA
President of the Republic of Botswana

His Excellency M. W. Kennedy Cromwell III
Embassy of the United States of America
Gaborone, Botswana
