

No. 11845

**UNITED STATES OF AMERICA
and
MALAWI**

**Exchange of notes constituting an agreement relating to the
Peace Corps program. Blantyre and Zomba, 14 Sep-
tember 1971**

Authentic text: English.

Registered by the United States of America on 27 June 1972.

**ÉTATS-UNIS D'AMÉRIQUE
et
MALAWI**

**Échange de notes constituant un accord relatif au pro-
gramme du Peace Corps. Blantyre et Zomba,
14 septembre 1971**

Texte authentique : anglais.

Enregistré par les Etats-Unis d'Amérique le 27 juin 1972.

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

I

The American Ambassador to the Malawian Minister of Finance

Blantyre, September 14, 1971

No. 55

Honorable Minister:

I have the honor to refer to the recent negotiations by representatives of our two Governments concerning the supply of Peace Corps Volunteers to Malawi. I wish to confirm on behalf of the Government of the United States of America that the provisions of an Agreement between the Government of the Republic of Malawi and the Government of the United States of America concerning the supply of Peace Corps Volunteers to Malawi should be in the following terms:

The Government of the Republic of Malawi and the Government of the United States of America,

Desirous of assisting in the development of Malawi by placing Peace Corps Volunteers at the disposal of the Malawi Government,

Have agreed as follows:

Article I

(1) The Government of the United States of America (hereinafter referred to as the United States Government) shall supply such Peace Corps Volunteers (hereinafter referred to as the Volunteers) as may be requested by the Malawi Government and approved by the United States Government to perform mutually agreed tasks in Malawi.

(2) The Volunteers shall be experienced technicians and specialists who shall fill established posts in the Malawi Government civil service and in statutory bodies.

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

(3) The Volunteers supplied by the United States Government must be individually approved by the Malawi Government before arrival in Malawi.

(4) The Volunteers shall normally serve in Malawi for tours of twenty-four (24) residential months.

(5) The Volunteers shall sign a Contract of Service with the Malawi Government, a copy of which is annexed to this Agreement.¹ Such Contracts of Service may be renewed or extended with the consent of the Malawi Government and the United States Government.

Article 2

(1) The Malawi Government shall have the right to require the recall of individual Volunteers whose work or conduct is unsatisfactory; normally before exercising such right, the Malawi Government undertakes to consult with the United States Government.

(2) The United States Government shall have the right to recall individual Volunteers at any time; normally before exercising such right, the United States Government shall consult with the Malawi Government.

Article 3

(1) The United States Government shall, with the prior consent of the Malawi Government, assign a Representative and such other staff as may be determined to be necessary to discharge its responsibilities under this Agreement.

(2) The said Representative and his staff, who are neither nationals of Malawi nor permanently resident in Malawi, shall be accorded the same fiscal and customs privileges as are accorded to the administrative and technical staff of Diplomatic Missions in Malawi.

Article 4

For the Volunteers, Representative and other staff, the United States Government undertakes:

- (a) to pay the cost of international travel to and from Malawi;
- (b) to pay their remuneration and living expenses in full; and
- (c) to provide such amounts of equipment (including motor vehicles) and supplies as is mutually agreed by the two Governments as necessary for the Volunteers to perform their tasks efficiently and effectively.

¹ The document concerned is not considered by the Government of the United States of America as constituting an integral part of the Agreement.

Article 5

(1) The Malawi Government undertakes to grant all Volunteers serving in Malawi under this Agreement the following privileges:

- (a) exemption from taxation on all stipends, emoluments and allowances paid to them by the United States Government and on income from sources outside of Malawi;
- (b) the right to keep a "non-resident external account" with a commercial bank in Malawi into which can be paid all stipends, emoluments and allowances received from the United States Government under Article 4 (b) of this Agreement and the right to transfer to any country outside Malawi any balance in such account;
- (c) duty-free importation of such of their personal and household effects (including one motor vehicle each), whether new or used, as are imported into Malawi within six (6) months of their arrival or such further period as the Controller of Customs and Excise may allow: provided that such personal and household effects are owned or ordered prior to the arrival of the Volunteers in Malawi and are not intended for sale or disposal. The term "personal and household effects" shall be interpreted by the Controller of Customs and Excise as also including one motor vehicle, one refrigerator, one deep freezer, one air conditioner, one radio, one tape recorder, one record player, minor electrical appliances and photographic and cine equipment;
- (d) equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favourable than that accorded generally to other technical assistance personnel residing in Malawi.

(2) The Malawi Government shall allow the United States Government duty-free importation of the equipment and supplies introduced into or acquired in Malawi by the United States Government and referred to in Article 4 (c) of this Agreement.

(3) The Malawi Government will exempt from deposit requirements and currency controls all funds introduced into Malawi for use hereunder by the United States Government. Such funds shall be convertible into the currency of Malawi at the highest rate which is not unlawful in Malawi.

Article 6

The Malawi Government grants to all Volunteers serving in Malawi under this Agreement:

- (a) free medical and limited dental services and facilities to the same extent as are provided for expatriate officers of comparable rank of the Malawi Government; and

- (b) such accommodation as circumstances permit on a rent-free basis which shall contain the following basic hard furnishings: bedroom furniture and mattresses, living room and dining room furniture, and a kitchen stove. The Volunteers shall be required to meet the cost of their own board and all service charges.

Article 7

The Malawi Government shall pay the United States Government the sum of Malawi Kwacha two hundred (MK200-00) per month to assist in the administration of the Volunteers.

Article 8

Appropriate representatives of the Government of Malawi and the United States Government may make from time to time such agreements 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.

Article 9

This Agreement may be amended by mutual agreement between the two Governments.

Article 10

The Peace Corps Agreement between the Government of the Republic of Malawi and the Government of the United States of America effected by exchange of notes signed March 4 and April 20, 1965,¹ shall terminate² on the date of entry into force of the present Agreement.

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 for a period of two years. Thereafter it shall be regarded as having been extended by tacit renewal if it has not been terminated by notice at least six (6) months before the expiration of the two-year period. In the event of such extension, this Agreement shall be

¹ United Nations, *Treaty Series*, vol. 546, p. 175.

² See p. 292 of this volume.

subject to termination six (6) months after notice thereof is given by either Government to the other Government.

Please accept, Honorable Minister, the renewed assurances of my highest consideration.

WILLIAM C. BURDETT

Annex:

Contract of Service.

The Honorable Aleke K. Banda
Minister of Finance
Zomba

II

MINISTER OF FINANCE
ZOMBA, MALAWI

14th September, 1971

AGR/USA/2

Your Excellency,

I have to thank you for your note reading as follows:

[*See note I*]

I have the honour to confirm that the understandings set out in Your Excellency's note are acceptable to the Government of Malawi and that your note and this note in reply constitute an agreement between our two Governments.

I have the honour to be, Your Excellency,

[*Signed*]
ALEKE K. BANDA
Minister of Finance

His Excellency the Hon. William C. Burdett
American Ambassador
Embassy of the United States of America
Blantyre