

No. 11962

**UNITED STATES OF AMERICA
and
MOROCCO**

Exchange of notes constituting an agreement relating to the Peace Corps. Rabat, 8 and 9 February 1963

Exchange of notes constituting an agreement amending the above-mentioned Agreement. Rabat, 10 March 1972

Authentic texts : French.

Registered by the United States of America on 26 September 1972.

**ÉTATS-UNIS D'AMÉRIQUE
et
MAROC**

**Échange de notes constituant un accord relatif au Peace Corps.
Rabat, 8 et 9 février 1963**

Échange de notes constituant un accord modifiant l'Accord sus-mentionné. Rabat, 10 mars 1972

Textes authentiques : français.

Enregistrés par les États-Unis d'Amérique le 26 septembre 1972.

[TRANSLATION¹ — TRADUCTION²]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT³
BETWEEN THE UNITED STATES OF AMERICA AND
MOROCCO RELATING TO THE PEACE CORPS

I

The American Ambassador to the Moroccan Minister of Foreign Affairs

Rabat, February 8, 1963

No. 504

Excellency :

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the conclusion of the following understandings with respect to the American men and women 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 the territory of Morocco.

1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of Morocco, upon approval of the request, to perform in Morocco tasks mutually agreed upon by our two Governments. The volunteers will work under the immediate supervision of private or governmental organizations in Morocco designated by our two Governments. The Government of the United States will provide training to enable the volunteers to perform their tasks more effectively.

2. The Government of Morocco will accord equitable treatment to the volunteers and their property, afford them its full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Morocco. Moreover, the Government of Morocco will fully inform and consult with representatives of the Government of the United States with respect to all matters concerning the volunteers and will cooperate with the aforesaid representatives to the fullest possible extent. The Government of Morocco will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside the Kingdom of Morocco, from all customs duties or other charges on their personal property introduced into Morocco one single time at or shortly after the time of their arrival, and from all other taxes, charges, and fees (including immigration fees), except license fees and taxes or other taxes or charges included in the price of equipment, supplies and services.

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

² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.

³ Came into force on 9 February 1963, the date of the note in reply, in accordance with the provisions 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 Morocco will temporarily exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Morocco by the Government of the United States, or any contractor financed by it, for use hereunder. Those duties will remain suspended in that way until the equipment and supplies are reexported or they are paid for purposes of domestic consumption pursuant to the conditions of ordinary law. All such exemptions shall be granted through the departments concerned of the Ministry of Foreign Affairs, which shall be empowered to approve all products and articles to be introduced into Morocco for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this Agreement, the Government of Morocco will receive a representative of the Peace Corps and such staff of such 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 Morocco. The Government of Morocco will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Morocco, and from all other taxes, charges, or fees (including immigration fees), except license fees and taxes or other taxes or charges included in the prices of equipment, supplies and services. The Government of Morocco 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 Morocco for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Morocco 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 Morocco for their own use as is accorded volunteers hereunder.

5. The funds introduced into Morocco by the Government of the United States for use hereunder by the Government of the United States or contractors financed by it shall be freely usable for the purposes provided for hereunder, and any restrictions that have been or may be imposed by the Moroccan exchange regulations shall not apply to those funds.

The funds shall be converted into Moroccan currency by the Bank of Morocco on the basis of the buying rate applied by that institution on the day of the transaction.

6. Appropriate representatives of our two Governments may make such arrangements with respect to Peace Corps volunteers and the Peace Corps program in Morocco 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 very high consideration.

JOHN H. FERGUSON

His Excellency Ahmed Balafrej
Minister of Foreign Affairs
Rabat

II

KINGDOM OF MOROCCO MINISTRY OF FOREIGN AFFAIRS

Rabat, February 9, 1963

No. 7-10/MAE

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and, with reference to note No. 504 dated February 8, 1963, from the Ambassador of the United States of America to the Minister of Foreign Affairs regarding the understandings with respect to the American men and women of the Peace Corps who will work in Morocco at the request of our Government, has the honor to inform it of His Majesty's Government's full concurrence with the terms of the aforesaid note, which reads as follows :

[See note I]

The Ministry of Foreign Affairs avails itself of this occasion to renew to the Embassy of the United States of America the assurances of its high consideration.

[TRANSLATION¹ — TRADUCTION²]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT³
BETWEEN THE UNITED STATES OF AMERICA AND
MOROCCO AMENDING THE AGREEMENT OF 8 AND
9 FEBRUARY 1963 RELATING TO THE PEACE CORPS⁴

I

KINGDOM OF MOROCCO
MINISTRY OF FOREIGN AFFAIRS

Rabat, March 10, 1972

No. DCEC/1/MAE
1/539

Mr. Ambassador :

In the course of the various discussions held between you and U.S. Peace Corps officials, on the one hand, and Moroccan officials, on the other hand, it was established that application of the Agreement on United States Peace Corps Volunteers, concluded February 9, 1963⁴ between our two Governments, gave rise to certain problems, and it was agreed during those discussions that the following provisions would be substituted for the provisions of paragraphs 1 and 6 of that Agreement :

1. The Government of the United States of America will endeavor to make available to the Government of the Kingdom of Morocco such Peace Corps volunteers as the latter may deem necessary to request.

The volunteers, whose assignment shall be subject to the approval of the Government of the Kingdom of Morocco, shall be under the authority of the latter Government in the exercise of their duties, and shall be assigned to Moroccan governmental or paragonovernmental organizations, in such fields as may be determined by the two Governments.

They shall receive, prior to their assignment, such training as may be necessary for the effective accomplishment of their duties; that training will be provided them by the Government of the United States.

6. The Government of the United States of America will defray the traveling expenses of the Peace Corps volunteers to and from Morocco, as well as the costs for transportation of their effects. It will also be responsible for their pay.

The Moroccan Government will pay the persons concerned a supplementary remuneration of 250 dirhams a month. This supplement will be exclusive of any other benefits, except possibly compensation for expenses.

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

² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.

³ Came into force on 10 March 1972 by the exchange of the said notes, with retroactive effect from 1 October 1971, in accordance with their provisions.

⁴ See p. 173 of this volume.

These amendments shall enter into force on October 1, 1971. The Government of the United States of America will assume responsibility for any sums owed the Peace Corps volunteers before that date.

I would be most grateful if you would confirm to me your Government's agreement to the foregoing.

Accept, Mr. Ambassador, the assurances of my very high consideration.

The Minister of Foreign Affairs :

[Signed]

Dr. ABDELLATIF FILALI

The Ambassador of the United States of America
Rabat

II

The American Ambassador to the Moroccan Minister for Foreign Affairs

Rabat, March 10, 1972

Mr. Minister :

You have sent me a note which reads as follows :

[See note I]

I have the honor to inform you that my Government agrees to these provisions.

Accept, Sir, the assurances of my very high consideration.

[Signed]

STUART W. ROCKWELL
Ambassador

His Excellency the Minister of Foreign Affairs
Rabat