

No. 14248

**UNITED STATES OF AMERICA
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
(GILBERT AND ELLICE ISLANDS)**

**Exchange of notes constituting an agreement relating to
the Peace Corps. Suva and Tarawa, 12 and 20 November
1974**

Authentic text: English.

Registered by the United States of America on 27 August 1975.

**ÉTATS-UNIS D'AMÉRIQUE
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
(ÎLES GILBERT ET ELLICE)**

**Échange de notes constituant un accord relatif au *Peace
Corps*. Suva et Tarawa, 12 et 20 novembre 1974**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 27 août 1975.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN
THE UNITED STATES OF AMERICA AND THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND (GILBERT AND
ELLICE ISLANDS) RELATING TO THE PEACE CORPS

I

*The American Chargé d'Affaires ad interim to the Governor of the Gilbert
and Ellice Islands*

No. 16

Suva, November 12, 1974

Excellency:

I have the honor to refer to recent discussions between representatives of our two Governments 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 the Gilbert and Ellice Islands. I have been authorized by my Government to propose an Agreement in the following terms:

1. (a) The Government of the United States shall furnish such Peace Corps Volunteers as may be requested by the Government of the Gilbert and Ellice Islands and approved by the Government of the United States to perform mutually agreed tasks.

(b) The Volunteers shall work under the immediate supervision of governmental, public or private organizations in the Islands jointly designated by our two Governments.

(c) The Government of the United States shall provide training to enable the Volunteers to perform their tasks more effectively.

2. The Government of the Gilbert and Ellice Islands shall:

(a) bear such share of the costs of the Peace Corps program incurred in the Gilbert and Ellice Islands as our two Governments may agree should be contributed by it;

(b) accord equitable treatment to the Volunteers and their property;

(c) afford the Volunteers full aid and protection, including treatment no less favorable than that accorded generally to other nationals of the United States residing in the Islands;

(d) fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning the Volunteers;

(e) exempt the Volunteers from:

(i) all taxes on payments which they receive to defray their living costs and on income from sources outside the Islands;

(ii) all customs duties or other charges on their personal property introduced into the Islands for their own use at or about the time of their arrival; and

(iii) all other taxes or charges (including immigration fees) with the exception of license fees, taxes and other charges included in the price of equipment, supplies and services, and charges for specific services.

3. (a) The Government of the United States shall 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.

(b) The Government of the Gilbert and Ellice Islands shall exempt from all taxes, customs duties and other charges all such equipment and supplies introduced into or acquired in the Islands by, or on behalf of, the Government of the United States.

¹ Came into force on 20 November 1974, the date of the note in reply, in accordance with the provisions of the said notes.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of the Gilbert and Ellice Islands shall

- (a) receive a Representative of the Peace Corps, such staff of the Representative and such personnel of United States private organizations engaged by the Government of the United States to perform functions under and in accordance with this agreement, as are acceptable to the Government of the Gilbert and Ellice Islands;
- (b) accord the persons referred to in subparagraph (a) the same treatment with respect to the payment of customs duties or other charges on personal property introduced into the Islands for their own use at or about the time of their arrival as is accorded to Volunteers under this Agreement;
- (c) accord personnel of United States private organizations performing functions hereunder the same treatment with respect to the payment of customs duties or other charges on personal property introduced into the Islands for their own use as is accorded Volunteers hereunder;
- (d) exempt persons referred to in subparagraph (a) from all taxes on income derived from their Peace Corps work, or from sources outside the Islands, and from all other taxes or charges (including immigration fees) with the exception of license fees, taxes or other charges included in the price of equipment, supplies and services, and charges for specific services.

5. The Government of the Gilbert and Ellice Islands shall exempt from investment and deposit requirements and currency controls all funds introduced into the Islands for use by, or on behalf of, the Government of the United States or contractors financed by it for the purposes of this Agreement.

6. Representatives of our two Governments may together make from time to time such supplementary arrangements with respect to the volunteers and their agreed tasks as may appear necessary or desirable for the purpose of implementing this Agreement.

7. The undertakings of both Governments are subject to the availability of funds and to their respective laws.

I have the further honor to suggest that, if these proposals are acceptable to your Government, this note and your Excellency's reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of your Excellency's reply and which shall remain in force until 90 days after the date of written notification from either Government to the other of intention to terminate it.

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

[Signed]
WALTER V. HALL
Chargé d'Affaires a.i.

His Excellency John H. Smith, C.B.E.
Governor
Bairiki, Tarawa
Gilbert and Ellice Islands

II
GOVERNMENT HOUSE
TARAWA
GILBERT AND ELLICE ISLANDS COLONY
WESTERN PACIFIC

20 November 1974

Our Ref: F 130/5/2

Sir,

I have the honour to acknowledge receipt of your Note dated 12 November 1974 concerning Peace Corps Volunteers in the Gilbert and Ellice Islands. Your proposed

Agreement is acceptable to the Government of the Gilbert and Ellice Islands and it is agreed that your Note and this Reply shall be regarded as constituting an Agreement between the Government of the United States of America and the Government of the Gilbert and Ellice Islands, acting with the authority and consent of the Government of the United Kingdom of Great Britain and Northern Ireland, such Agreement to enter into force on the date of this Note and to remain in force until 90 days after the date of written notification from either Government to the other of intention to terminate it.

I have the honour to be, Sir, Your obedient Servant,

JOHN SMITH
Governor

Walter V. Hall Esq.
Chargé d'Affaires
Embassy of the United States of America
Suva, Fiji
