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UNITED STATES OF AMERICA and MALI

Exchange of notes constituting an agreement relating to the Peace Corps. Bamako, 23 December 1969 and 17 April 1971

Authentic text: French.

Registered by the United States of America on 10 November 1976.

ÉTATS-UNIS D'AMÉRIQUE et MALI

Échange de notes constituant un accord relatif au Corps de la Paix. Bamako, 23 décembre 1969 et 17 avril 1971

Texte authentique: français.

Enregistré par les États-Unis d'Amérique le 10 novembre 1976.

[TRANSLATION 1 — TRADUCTION 2]

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

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The American Ambassador to the Malian Minister of State for Foreign Affairs and Cooperation

[December 23, 1969]

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 the Republic of Mali.

- 1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Republic of Mali and approved by the Government of the United States to perform mutually agreed tasks in Mali. The Volunteers will work under the immediate supervision of governmental or private organizations in Mali designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks. The Government of the Republic of Mali will bear such share of the costs of the Peace Corps program incurred in Mali as our two Governments may agree should be contributed by it.
- 2. The Government of the Republic of Mali 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 Mali; and fully inform, consult, and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of the Republic of Mali will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Mali, from all customs duties or other charges on their personal property introduced into Mali for their own use at or about the time of their arrival, or within 180 days after their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the price of equipment, supplies, and services.
- 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 the Republic of Mali will exempt from all taxes, customs duties, and other charges, all equipment and supplies introduced into or acquired in Mali 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 the Republic of Mali will receive a representative

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

² Traduction fournic par le Gouvernement des Etats-Unis d'Amérique.
3 Came into force on 17 April 1971, the date of the note in reply, in accordance with the provisions of the said notes.

of the Peace Corps and such staff of the 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 the Republic of Mali. The Government of Mali will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Mali, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies, and services. The Government of the Republic of Mali 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 Mali for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of the Republic of Mali 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 Mali for their own use as is accorded Volunteers hereunder.

- 5. The Government of the Republic of Mali will exempt from investment and deposit requirements and currency controls all funds introduced into Mali for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of the Republic of Mali at the highest rate which is not unlawful in Mali.
- 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 Mali 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 concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's reply 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.

G. EDWARD CLARK
Ambassador
of the United States of America

His Excellency Sory Coulibaly
Minister of State for Foreign Affairs and Cooperation
Koulouba

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The Malian Ministry of Foreign Affairs and Cooperation to the American Embassy

REPUBLIC OF MALI
MINISTRY OF FOREIGN AFFAIRS AND COOPERATION
OFFICE OF THE DIRECTOR GENERAL OF INTERNATIONAL COOPERATION

No. 711/MAEC-DGCI-DCCS

The Ministry of Foreign Affairs and Cooperation presents its compliments to the Embassy of the United States of America and, with reference to the exchange of notes between Mr. Richard R. Heath, Peace Corps Representative, and Dr.

127

Zanga Coulibaly, Minister of Production, establishing the special conditions for making Peace Corps Volunteers available to the Government of Mali, has the honor to inform it of the concurrence of the Government of Mali in the Basic Agreement dated December 23, 1969, which was submitted to it by the Embassy of the United States of America. However, it remains understood that this acceptance shall not be binding on the Malian Party with respect to costs arising from the execution of the program approved under the Agreement.

The Ministry of Foreign Affairs and Cooperation agrees that this note notifying its acceptance of the aforesaid understanding between the Government of the United States of America and the Government of Mali [sic] and shall enter into force on the date affixed hereunder.

The Ministry of Foreign Affairs and Cooperation avails itself of this occasion to renew to the Embassy the assurances of its high consideration.

Bamako, April 17, 1971. Embassy of the United States of America Bamako