

No. 18061

**UNITED STATES OF AMERICA
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
(on behalf of Tuvalu)**

**Exchange of notes constituting an agreement relating to the
Peace Corps. Suva and Funafuti, 25 August 1977**

Authentic text: English.

Registered by the United States of America on 14 November 1979.

**ÉTATS-UNIS D'AMÉRIQUE
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLAND DU NORD
(au nom de Tuvalu)**

**Échange de notes constituant un accord relatif au Peace
Corps. Suva et Funafuti, 25 août 1977**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 14 novembre 1979.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND (ON BEHALF OF TUVALU) RELATING TO THE
PEACE CORPS

I

The American Chargé d'affaires ad interim to the British Commissioner Tuvalu

August 25, 1977

No. 16

Excellency:

I have the honor to refer to our recent conversations 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 Tuvalu.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Tuvalu and approved by the Government of the United States to perform mutually agreed tasks in Tuvalu. The Volunteers will work under the immediate supervision of governmental or private organizations in Tuvalu designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform these agreed tasks more effectively.

2. The Government of Tuvalu will accord equitable treatment to the Volunteers and their property; afford them full protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Tuvalu 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 Tuvalu will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Tuvalu, from all customs duties or other charges on their personal property introduced into Tuvalu for their own use at or about the time of their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes and other charges included in the prices 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 Tuvalu will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into Tuvalu 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 Tuvalu will receive a representative 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 Tuvalu. The Government of Tuvalu will exempt such persons from all taxes outside Tuvalu and from all other taxes or other charges (including immigration fees) except license fees and taxes and other charges included in the prices of equipment, supplies and services. The Government of Tuvalu 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 Tuvalu for their own use as is accorded personnel of comparable rank or grade of the consular mission of the United States, and will accord personnel of United States private organizations performing functions hereunder the same treatment with respect to the

¹ Came into force on 25 August 1977, the date of the note in reply, in accordance with the provisions of the said notes.

payment of customs duties or other charges on personal property introduced into Tuvalu for their own use as is accorded Volunteers hereunder.

5. The Government of Tuvalu will exempt from investment and deposit requirements and currency controls all funds introduced into Tuvalu for use hereunder by the Government of the United States or contractors financed by it.

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 Tuvalu 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 highest consideration.

ROBERT L. FLANEGIN

II

The British Commissioner Tuvalu to the American Chargé d'affaires ad interim

GOVERNMENT HOUSE
FUNAFUTI, TUVALU
CENTRAL PACIFIC

25 August 1977

HMC 21/5/2

Sir,

I have the honour to acknowledge receipt of your note dated 25 August 1977 concerning Peace Corps Volunteers in Tuvalu. Your proposed Understandings are acceptable to the Government of Tuvalu 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 Tuvalu, 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 reply 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.

[Signed]

T. H. LAYNG

Her Majesty's Commissioner Tuvalu
acting with the authority and consent
of the Government of the United Kingdom

R. Flanegin Esq.
Chargé d'affaires
Embassy of the United States of America
Suva, Fiji