

No. 18161

**UNITED STATES OF AMERICA
and
SEYCHELLES**

**Exchange of notes constituting an agreement relating to the
Peace Corps. Victoria, 31 May and 9 June 1978**

Authentic text: English.

Registered by the United States of America on 5 December 1979.

**ÉTATS-UNIS D'AMÉRIQUE
et
SEYCHELLES**

**Échange de notes constituant un accord relatif au Peace
Corps. Victoria, 31 mai et 9 juin 1978**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 5 décembre 1979.

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

I

EMBASSY OF THE UNITED STATES OF AMERICA

Mr. President:

I have the honor to refer to recent conversations and correspondence between representatives of our two governments and to propose the official conclusion of the following understandings with respect to the assignment to Seychelles of 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, will live and work for periods of time in the Republic of Seychelles.

1. The Volunteers of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Republic of Seychelles and approved by the Government of the United States to perform mutually agreed tasks in the fields of Education, Agriculture, Housing, Public Works, Health and other appropriate fields of National Development. The Volunteers will work under the supervision of the Government of the Republic of Seychelles. The Government of the United States will provide training to enable the Volunteers to perform their tasks in the most effective way.

2. The Government of the Republic of Seychelles will accord equitable treatment of the Volunteers and their property; afford them full aid and protection, including treatment no less favourable than that accorded generally to nationals of the United States residing in Seychelles; 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 Seychelles will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Seychelles, from all customs duties or other charges on their personal property introduced into Seychelles within six months of their first arrival and from all other taxes or charges except: (a) taxes or other charges included in the prices of equipment, supplies and services; and (b) licence fees.

3. The Government of the United States will provide the Volunteers with such limited quantities of equipment and supplies as the two Governments may consider necessary to enable the Volunteers to perform their tasks effectively. The Government of Seychelles will exempt from all taxes, customs duties, and other charges all equipment and supplies introduced into or acquired in Seychelles 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 Seychelles will receive a Representative of the Peace Corps and such staff as may be necessary for this purpose. The Government of the Republic of Seychelles will exempt these persons:

- (a) From tax on payments which they receive to defray living expenses and on income from sources outside Seychelles;
- (b) From all customs duties on their personal effects and household property imported into Seychelles within 6 months of their arrival;

¹ Came into force on 9 June 1978, the date of the note in reply, in accordance with the provisions of the said notes.

(c) From the payment of duty upon their personal motor car, provided such exemption shall only be claimable once in every 3 year period;

but they will be liable for taxes and charges included in the prices of equipment, supplies and services and for licence fees.

5. The Government of the Republic of Seychelles undertakes to waive customs and other import charges in respect of reasonable quantities of Peace Corps equipment and supplies (including the official car) imported into Seychelles.

6. Prior to placement and arrival in Seychelles, the Volunteers shall be assigned to posts by the Government of the Republic of Seychelles in consultation with the representative of the Peace Corps. All reassignments of Volunteers shall be subject to the mutual agreement of the Peace Corps and the Government of the Republic of Seychelles.

7. The Volunteers shall work under the direct supervision of the Government of the Republic of Seychelles or its designated representative and shall be governed by all applicable rules and regulations of any agency to which they are assigned.

8. Volunteers shall be entitled to forty-five (45) days leave during their tour of duty, which shall normally be of two years duration. Leave shall be taken at such times and for such periods as shall be mutually agreed upon by the Government of the Republic of Seychelles and the Representative of the Peace Corps.

9. The Peace Corps will pay all expenses connected with Volunteer medical care and hospitalization.

10. The Government of the Republic of Seychelles shall have the right to demand the recall of any Volunteer whose job performance or conduct is unsatisfactory and, in the event such a recall is demanded, the Representative of the Peace Corps shall arrange for the return of the Volunteer to the United States. Similarly, the Peace Corps shall have the right to recall any Volunteer, subject to consultation with the Government of the Republic of Seychelles. A Volunteer shall have the right to resign from the Peace Corps at any time.

11. The Peace Corps shall be responsible for and shall pay all costs relative to the international transport of Volunteers. The Government of the Republic of Seychelles shall provide on the job transportation for the Volunteers where and when deemed appropriate by the Ministry to which the Volunteer is assigned. The Government of the Republic of Seychelles will meet the cost of two nights' accommodation at the time of each Volunteer's arrival for and departure from a tour of duty.

12. The Peace Corps shall provide each Volunteer with a living and leave allowance sufficient to cover his or her basic living costs. In consonance with past practices, the Government of the Republic of Seychelles shall pay the living and leave allowance to the Volunteers on a monthly basis. The Peace Corps shall reimburse the Government of the Republic of Seychelles on either a monthly or quarterly basis, whichever is deemed more suitable by the Government of the Republic of Seychelles.

13. The Government of the Republic of Seychelles shall provide modest and suitable housing and hard furnishings for the Volunteers. The suitability and allocation of housing will be coordinated with and approved by the Representative of the Peace Corps in Seychelles.

14. Appropriate representatives of the two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programmes in Seychelles as appear necessary or desirable for the purpose of implementing this 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 until ninety days after the date of notice in writing given by either party to the other of its intention to terminate.

SIGNED in duplicate at Victoria, Mahé, Seychelles, this 31st day of May, 1978.

For the Government of the United States of America:

[Signed]

Dr. WILBERT J. LE MELLE
American Ambassador to the Republic of Seychelles

For the Government of the Republic of Seychelles:

[Signed]

FRANCE ALBERT RENÉ
President, Republic of Seychelles

II

STATE HOUSE
MAHÉ, SEYCHELLES
The President

9th June 1978

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of 31 May 1978, which reads as follows:

[See note I]

In reply I have the honour to inform Your Excellency that the foregoing proposals are acceptable to the Government of the Republic of Seychelles who therefore approve Your Excellency's suggestion that your Note and this reply shall constitute an agreement between the two Governments which shall enter into force on 9th June 1978.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

[Signed]

FRANCE ALBERT RENÉ
President
Republic of Seychelles

H.E. Dr. Wilbert J. Le Melle
American Ambassador to the Republic of Seychelles
Embassy of the United States of America
Victoria