

No. 19467

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**UNITED STATES OF AMERICA  
and  
GUYANA**

**General Agreement concerning economic, technical and related assistance. Signed at Georgetown on 8 November 1979**

*Authentic text: English.*

*Registered by the United States of America on 9 December 1980.*

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

**Accord général d'assistance économique, technique et d'assistance connexe. Signé à Georgetown le 8 novembre 1979**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 9 décembre 1980.*

## GENERAL AGREEMENT<sup>1</sup> FOR ECONOMIC, TECHNICAL AND RELATED ASSISTANCE

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The Government of the United States of America and the Government of Guyana, desiring to conclude an agreement relating to economic and technical cooperation between both countries, have agreed as follows:

*Article I.* To assist the Government of Guyana in its national development and in its efforts to achieve economic and social progress through its own resources and other measures of self-help, the Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of appropriate agencies of the Government of Guyana and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of Guyana. Such assistance shall be made available in accordance with written arrangements agreed upon between the above-mentioned representatives.

*Article II.* To promote the economic and social progress of Guyana, the Government of Guyana will contribute fully within the limits of its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of Guyana concerning programs and operations hereunder. The Government of Guyana will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford every opportunity and facility to representatives of the Government of the United States of America to observe and review programs and operations conducted under this Agreement and will furnish whatever information they may need to determine the nature and scope of operations planned or carried out and to evaluate results.

*Article III.* The Government of Guyana will receive a special mission, currently named U.S.A.I.D., and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will consider this mission and its personnel as part of the diplomatic mission of the Government of the United States of America in Guyana for the purpose of receiving the privileges and immunities accorded to that mission and its personnel of comparable rank. The special mission shall enjoy the same inviolability of premises as is extended to the diplomatic mission of the Government of the United States of America.

*Article IV.* In order to assure the maximum benefits to the people of Guyana from the assistance to be furnished hereunder:

- (a) Property or funds used or to be used, in connection with this Agreement, by the Government of the United States of America or by any contractor financed by that Government shall be exempt from any taxes on ownership or use and any other taxes, investment or deposit requirements, and currency controls in Guyana, and the import, export, acquisition, use or disposition of any such

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<sup>1</sup> Came into force on 8 November 1979 by signature.

property or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition and any other taxes or similar charges in Guyana. However, upon completion of the work to be performed by any contractor financed by the United States Government with any materials and equipment imported into Guyana, such contractor shall be liable to pay the existing rates of duties on all materials, equipment or other property not utilized, unless such materials and equipment are reexported.

- (b) All persons, except citizens or permanent residents of Guyana, who are present therein to perform work pursuant to this Agreement, shall be exempt from income and social security taxes and other fees levied under the laws of Guyana, and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use, except that if a motor car is sold or transferred to a person not entitled to duty free privileges, the duty and other taxes shall be paid on it in accordance with the laws or regulations in force in Guyana. Such persons and members of their families shall receive the same treatment with respect to the payment of customs, import, export, and all other duties and fees on personal movable property (including automobiles) imported into Guyana for their own use, as is accorded by the Government of Guyana to diplomatic personnel of the American Embassy in Guyana, except that with respect to persons engaged under a contract financed by the Government of the United States, the personal and household effects of such persons shall only be exempt from import duties and taxes at the time of a person's first arrival in Guyana and for a period of six months thereafter, and that not more than one motor car may be imported into Guyana every five years without the written permission of the Government of Guyana.

*Article V.* Funds used for purposes of furnishing assistance hereunder shall be convertible into currency of Guyana at the rate providing the largest numbers of units of such currency per United States dollar which, at the time conversion is made, is not unlawful in Guyana.

*Article VI.* 1. This Agreement shall enter into force on the date on which it is signed by the two Governments and shall remain in force until six months after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

2. All or any part of the program of assistance provided hereunder, except as may otherwise be provided in arrangements agreed upon pursuant to article I hereof, may be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

3. The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States of America, and the receipt of such assistance by the Government of Guyana shall be subject to the applicable laws and regulations of the Government of Guyana.

4. The two Governments or their designated representatives shall, upon request of either of them, consult regarding any matter on the application, operation or amendment of this Agreement.

5. Upon entry into force of this Agreement, the Economic Cooperation Agreement between the Governments of the United States of America and the United Kingdom signed on July 6, 1948,<sup>1</sup> made applicable to British Guyana on March 17, 1949,<sup>2</sup> and amended on January 3, 1950,<sup>3</sup> on May 25, 1951,<sup>4</sup> on February 25, 1953<sup>5</sup> and on June 26 and August 20, 1957,<sup>6,7</sup> and the Agreement for Technical Cooperation between the Governments of the United States of America and the United Kingdom of Great Britain and Northern Ireland in Respect to the Territories for the International Relations of Which the Government of the United Kingdom are Responsible, signed on July 13, 1951,<sup>8</sup> together with the provision made pursuant thereto for a Technical Cooperation Program in British Guyana by the Exchange of Notes on June 29, 1954, and July 12, 1954,<sup>9</sup> as such provisions have been extended by the Exchanges of Notes on June 22, 1959, and June 30, 1959,<sup>10</sup> and on June 22, 1964, and June 29, 1964,<sup>11</sup> shall no longer be considered to apply to Guyana. Arrangements or agreements implementing the above-mentioned Agreements, as amended, extended, and observed in practice by the Governments of the United States of America and Guyana, concluded prior to the entry in force of this Agreement shall, from such date of entry in force, be subject to this Agreement.

DONE in duplicate at Georgetown this 8th day of November 1979.

For the Government  
of the United States of America:

[Signed]

GEORGE B. ROBERTS  
Ambassador

For the Government  
of Guyana:

[Signed]

H. DESMOND HOYTE  
Minister of Economic Development  
and Cooperatives

<sup>1</sup> United Nations, *Treaty Series*, vol. 22, p. 263.

<sup>2</sup> *Ibid.*, vol. 87, p. 384.

<sup>3</sup> *Ibid.*, vol. 86, p. 304, and vol. 87, p. 386.

<sup>4</sup> *Ibid.*, vol. 99, p. 308.

<sup>5</sup> *Ibid.*, vol. 172, p. 332.

<sup>6</sup> *Ibid.*, vol. 405, p. 288.

<sup>7</sup> Should read "1959" — Devrait se lire «1959».

<sup>8</sup> *Ibid.*, vol. 105, p. 71.

<sup>9</sup> *Ibid.*, vol. 205, p. 123.

<sup>10</sup> *Ibid.*, vol. 357, p. 374.

<sup>11</sup> *Ibid.*, vol. 529, p. 324.