

**No. 19698**

---

**UNITED STATES OF AMERICA  
and  
BOTSWANA**

**Agreement concerning the Voice of America radio relay  
facility. Signed at Gaborone on 28 March 1980**

*Authentic text: English.*

*Registered by the United States of America on 27 March 1981.*

---

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

**Accord concernant l'installation d'un relais émetteur pour  
les programmes radiodiffusés de la Voix de l'Amérique.  
Signé à Gaborone le 28 mars 1980**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 27 mars 1981.*

AGREEMENT<sup>1</sup> ENTERED INTO BY AND BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA (HEREINAFTER REFERRED TO AS “THE UNITED STATES OF AMERICA”), OF THE FIRST PART, AND THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA (HEREINAFTER REFERRED TO AS “BOTSWANA”), OF THE OTHER PART, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF RADIO TRANSMITTERS AT SELEBI-PHIKWE

Whereas the United States of America and Botswana in consideration of their mutual interest in furthering international understanding and cooperation by promoting the exchange and dissemination of information have found it desirable that the United States of America should construct, operate and maintain radio transmitters at Selebi-Phikwe in the Republic of Botswana with assistance from Botswana;

Now therefore it is hereby agreed as follows:

*Article I.* Botswana grants and extends to the United States of America the right and privilege to construct, operate and maintain a radio facility (hereinafter referred to as “the facility”) for the purpose of relaying Voice of America programs to areas in Africa. In furtherance of this right and privilege, Botswana agrees to use its best efforts to assist the United States of America in this enterprise and to provide full cooperation and support.

*Article II.* The facility shall consist of a transmitting building housing a 50 Kw medium-wave transmitter, a VHF/FM transmitter of up to 5 Kw, receiving equipment, a high-frequency transmitter for RTTY with terminal equipment and printers, VHF base and mobile transceivers for local communication purposes, associated electronic equipment, transmitting and receiving aerials, ancillary power generating unit, outbuildings and other equipment. The VHF/FM transmitter referred to above shall be maintained and operated by the staff of the facility on behalf of Radio Botswana and shall carry a feed of Radio Botswana’s programming during the normal operating hours of the medium-wave facility; however, this shall not preclude Botswana from constructing its own transmitters at the same site if there is reasonable space available and no interference is caused to the normal operations of the facility.

*Article III.* While operating the medium-wave facility for the purpose of relaying Voice of America programs, the United States of America shall make available to Botswana, for exclusive use of Radio Botswana, approximately twelve hours of transmitter time each day subject to any unavoidable breaks for emergency maintenance and a minimum of one daylight hour for routine maintenance each day in accordance with the Memorandum of Understanding entered into on March 27, 1980, between the Voice of America and Radio Botswana, except that the hours between 0500 and 0630 and between 1930 and 2400 local time shall be for the exclusive use of the Voice of America.

*Article IV.* Each of the parties hereto shall be responsible for the broadcast programs originated by it from the facility. Each of the parties hereto shall be responsible for providing the program feed for its broadcast programs and clear identification of its programs at the beginning and end of its broadcasting

<sup>1</sup> Came into force on 28 March 1980 by signature, in accordance with article XIII.

schedule. The staff of the facility shall make every effort to maintain the service on behalf of both parties in the case of a program feed interruption.

*Article V.* (1) Botswana shall provide the necessary land for the facility at no cost to the United States of America and shall, subject to Article II above and sub-article (3) of this Article below, otherwise grant to the United States of America exclusive rights for the use and occupancy of this land during the term of the Agreement except that the right, title and interest in such land shall continue to remain with Botswana.

(2) The land referred to in sub-article (1) above shall be the area the boundaries of which are described on Diagram No. DSL 17/80 approved by the Director of Surveys and Lands on February 18, 1980 and deposited in his office, which is more fully described as certain Lot No. 6588, situated in Selebi-Phikwe, measuring 26.25 hectares.

(3) Botswana shall grant, provide and maintain suitable access to the facility at all times and Botswana shall be permitted access to the buildings and installations at the facility at all reasonable times for inspection and maintenance purposes.

(4) Botswana shall make available power at commercial rates for the operation of the facility; however, the Voice of America shall be responsible for the cost of the transmission lines necessary to bring the power into the facility, and shall pay to Botswana a pro-rata share of the electrical power costs on the basis of operating hours. The provision of telephone, water and other utilities shall be the responsibility of the Voice of America. All other normal operating costs for the facility shall be borne by the Voice of America.

*Article VI.* Botswana shall take all necessary steps to provide for the operation of the facility on radio frequency 621 Khz assigned to the Republic of Botswana in the 1975 LF/MF plan of the International Telecommunications Union.

*Article VII.* At the expiration or termination of this Agreement, the parties hereto may enter into negotiations with a view to Botswana buying the facility or any part thereof; or the United States of America may remove the equipment provided that if any of the equipment is not severable from the land, or if when severed could cause substantial damage to the land, then the parties will enter into negotiations as to what compensations Botswana shall pay to the United States of America if such property enhances the value of the land. The United States of America shall be allowed to re-export any equipment removed from the facility.

*Article VIII.* The United States of America, realizing the shortage of technical skills in the Republic of Botswana, undertakes to accept a reasonable number of Botswana for technical training in accordance with United States Agency for International Development Southern Africa Manpower Development Project No. 633-0069 and to accept a reasonable number of selected Radio Botswana staff for on-the-job technical training at the facility, whose salaries shall be paid by Botswana.

*Article IX.* The supplies, materials, equipment, and parts, introduced into or acquired in the Republic of Botswana by the United States of America for the facility shall be exempt from any taxes on ownership or use of property and any other taxes, excises or rates. The import, export, purchase, use or dis-

position of any such supplies, materials, equipment, and parts, used in connection with the facility shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property and other taxes or rates, or similar charges in the Republic of Botswana in conformity with the laws of the Republic of Botswana.

*Article X.* The United States of America will not assign more than fifteen official personnel to the facility without the prior consent of Botswana. Such official personnel will be considered by the United States of America as members of its Embassy. Botswana will extend such official personnel the same privileges and immunities as are accorded the administrative and technical personnel of the Embassy of the United States of America.

*Article XI.* The parties hereto realize the possibility that presently unforeseen circumstances might at some future time necessitate the termination of this Agreement by either party before the end of the term of this Agreement. Under such circumstances, the United States of America may terminate by giving to Botswana at least six months prior notice in writing and the provisions of Article VII shall apply during such termination. Botswana may terminate upon giving the United States of America at least six months prior notice in writing whereupon Botswana shall reimburse the United States of America the total original cost of the facility (including the cost of all equipment within the facility at the time of termination) less a deduction of one tenth of such total cost for each year or proportionately for each part of a year the facility (or said equipment) has been in complete operation. The total cost shall be reduced by the cost of any equipment removed and exported by the United States of America upon termination provided the United States of America shall not remove any equipment which leaves the facility of no use to Botswana.

*Article XII.* This Agreement shall be governed, construed and interpreted in accordance with international law and in any case of a dispute arising from this Agreement, the parties will mutually decide how it should be resolved amicably.

*Article XIII.* This Agreement is effective upon signature for a period of ten years. Upon notice by the United States of America at least one year prior to the end of this period, the Agreement may be extended for a further period and on terms and conditions to be negotiated at that time.

THUS DONE AND SIGNED at Gaborone on the 28th day of March, 1980.

[Signed]

HORACE G. DAWSON, Jr.  
Ambassador of the United States of America  
For and on behalf of the Government  
of the United States of America

[Signed]

DANIEL K. KWELAGOBÉ  
Minister of Public Service and Information  
For and on behalf of the Government  
of the Republic of Botswana