#### No. 21029

# UNITED STATES OF AMERICA and UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (ST. KITTS-NEVIS-ANGUILLA)

#### Exchange of notes constituting an agreement concerning the Peace Corps. Bridgetown, 15 May 1980, and Basseterre, 13 January 1981

Authentic text: English. Registered by the United States of America on 15 April 1982.

# ÉTATS-UNIS D'AMÉRIQUE

et

### ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD (SAINT-CHRISTOPHE-ET-NEVIS ET ANGUILLA)

#### Échange de notes constituant un accord concernant le Peace Corps. Bridgetown, 15 mai 1980, et Basseterre, 13 janvier 1981

Texte authentique : anglais. Enregistré par les États-Unis d'Amérique le 15 avril 1982. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT' BE-TWEEN THE UNITED STATES OF AMERICA AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (ST. KITTS-NEVIS-ANGUILLA) CONCERNING THE PEACE CORPS

I

#### EMBASSY OF THE UNITED STATES OF AMERICA BRIDGETOWN, BARBADOS

May 15, 1980

Dear Prime Minister:

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 St. Kitts/Nevis of the men and women of the United States of America who volunteer to service in the Peace Corps and who, at the request of your Government, will live and work for periods of time in St. Kitts/Nevis. This document supersedes the agreement dated December 19, 1966.\*<sup>2</sup>

1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of St. Kitts/Nevis and approved by the Government of the United States to perform mutually agreed tasks in St. Kitts/Nevis. The volunteers will work under the immediate supervision of governmental or private organizations in St. Kitts/Nevis designated by our two Governments. The Government of the United States will provide training to enable the volunteers to perform their tasks in the most effective way. The Government of St. Kitts/Nevis will bear such share of the costs of the Peace Corps program incurred in St. Kitts/Nevis as our two Governments agree should be contributed by it.

2. The Government of St. Kitts/Nevis 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 St. Kitts/Nevis; 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 St. Kitts/Nevis will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside St. Kitts/Nevis, for mall customs duties or other charges on their personal property introduced into St. Kitts/Nevis for their own use at the time of their arrival and from all other taxes or other charges (including immigration fees and airport taxes), except license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of the United States and the Government of St. Kitts/Nevis will provide the volunteers with such limited quantities of equipment and supplies as our

\* Should read "December 19, 1966, and January 10, 1967".

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<sup>&</sup>lt;sup>1</sup> Came into force on 13 January 1981, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>&</sup>lt;sup>2</sup> United Nations, Treaty Series, vol. 688, p. 75.

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two Governments may consider necessary to enable the volunteers to perform their tasks effectively. The Government of St. Kitts/Nevis will exempt from all taxes, customs duties and other charges all equipment and supplies introduced into or acquired in St. Kitts/Nevis by the Government of the United States or any contractor financed by it, for use hereunder.

To enable the Government of the United States to discharge its responsibilities 4. under this agreement, the Government of St. Kitts/Nevis 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 St. Kitts/Nevis. The Government of St. Kitts/Nevis will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside St. Kitts/Nevis, and from all other taxes or other charges (including immigration fees and airport taxes), except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of St. Kitts/Nevis 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 St. Kitts/Nevis for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States in Barbados. The Government of St. Kitts/Nevis will accord personnel of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into St. Kitts/Nevis for their own use as is accorded volunteers hereunder.

5. The Government of St. Kitts/Nevis will exempt from investment and deposit requirements and currency controls all funds introduced into St. Kitts/Nevis for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of St. Kitts/Nevis at the highest rate which is not unlawful in St. Kitts/Nevis.

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 St. Kitts/Nevis 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.

Please accept the renewed assurance of my highest consideration. Sincerely,

[Signed]

SALLY A. SHELTON American Ambassador

The Rt. Honorable Kennedy Symmonds Prime Minister of St. Kitts/Nevis Prime Minister's Office Government Headquarters Basseterre St. Kitts/Nevis

#### PREMIER STATE OF ST. CHRISTOPHER NEVIS ANGUILLA Government Headquarters

ST. KITTS, W. I.

13th January, 1981

Ref. No. EST/P5/002 VI

Your Excellency,

I have the honour to refer to your Note of 15th May, 1980, proposing the official conclusion of understandings with respect to the assignment to St. Kitts/ Nevis 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 this Government will live and work for periods of time in St. Kitts/Nevis.

I have the honour to inform Your Excellency that this Government acknowledges the proposals in your communication and agrees to the understandings contained therein.

Please accept the renewed assurance of my highest consideration.

Yours faithfully,

[Signed]

KENNEDY A. SIMMONDS Premier Minister of External Affairs

Her Excellency Miss Sally A. Shelton Ambassador of the United States of America Embassy of the United States of America Bridgetown, Barbados