

No. 21171

**UNITED STATES OF AMERICA
and
COOK ISLANDS**

**Exchange of notes constituting an agreement relating to the
Peace Corps. Wellington and Rarotonga, 28 April 1981**

Authentic text: English.

Registered by the United States of America on 27 July 1982.

**ÉTATS-UNIS D'AMÉRIQUE
et
ÎLES COOK**

**Échange de notes constituant un accord relatif au Peace
Corps. Wellington et Rarotonga, 28 avril 1981**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 27 juillet 1982.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE COOK ISLANDS RE- LATING TO THE PEACE CORPS

I

EMBASSY OF THE UNITED STATES OF AMERICA

Wellington, April 28, 1981

No. 65

Excellency:

I have the honor to refer to recent discussions between representatives of our two Governments 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 the Cook Islands.

1. (a) The Government of the United States shall furnish such Peace Corps Volunteers as may be requested by the Government of the Cook Islands and approved by the Government of the United States to perform mutually agreed tasks.

(b) The Volunteers shall work under the immediate supervision of governmental, public or private organizations in the islands jointly designated by our two Governments.

(c) The Government of the United States shall provide training to enable the Volunteers to perform their tasks more effectively.

2. The Government of the Cook Islands shall:

(a) Bear such share of the costs of the Peace Corps program incurred in the Cook Islands as the Government of the United States and the Government of the Cook Islands may agree should be contributed by it;

(b) Accord equitable treatment to the Volunteers and their property;

(c) Afford the Volunteers full aid and protection, including treatment no less favorable than that accorded generally to other nationals of the United States residing in the islands;

(d) Fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning the Volunteers;

(e) Exempt the Volunteers from:

(i) All taxes on payments which they receive to defray their living costs and on income from sources outside the island;

(ii) All customs duties or other charges on their personal and household effects excluding motor vehicles introduced into the Islands for their own use at or about the time of their arrival; and

(iii) All other taxes or charges (including immigration fees) with the exception of license fees, taxes and other charges included in the price of equipment, supplies and services, and charges for specific services.

(3) (a) The Government of the United States shall provide the Volunteers with such limited amounts of equipment and supplies as it and the Government of the Cook Islands may agree should be provided by it to enable the Volunteers to perform their tasks effectively.

¹ Came into force on 28 April 1981, the date of the note in reply, in accordance with the provisions of the said notes.

(b) The Government of the Cook Islands shall exempt from all taxes, customs duties and other charges all such equipment and supplies introduced into or acquired in the Islands by, or on behalf of, the Government of the United States.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of the Cook Islands shall:

- (a) Receive a Representative of the Peace Corps, such staff of the Representative and such personnel of the United States private organizations engaged by the Government of the United States to perform functions under and in accordance with this agreement, as are acceptable to the Government of the Cook Islands;
- (b) Accord the persons referred to in subparagraph (a) the same treatment with respect to the payment of customs duties or other charges on personal and household effects excluding motor vehicles introduced into the Islands for their own use at or about the time of their arrival as is accorded to Volunteers under this Agreement;
- (c) Accord personnel of the United States private organizations performing functions hereunder the same treatment with respect to the payment of customs duties or other charges on personal and household effects excluding motor vehicles introduced into the Islands for their own use as is accorded to Volunteers hereunder;
- (d) Exempt persons referred to in subparagraph (a) from all taxes on income derived from their Peace Corps work, or from sources outside the Islands, and from all other taxes or charges (including immigration fees) with the exception of license fees, taxes or other charges included in the price of equipment, supplies and services, and charges for specific services.

5. The Government of the Cook Islands shall exempt from investment and deposit requirements and currency controls all funds introduced into the Islands for use by or on behalf of, the Government of the United States or contractors financed by it for the purposes of this Agreement.

6. Representatives of the United States Government and the Government of the Cook Islands may together make from time to time such supplementary arrangements with respect to the Volunteers and their agreed tasks as may appear necessary or desirable for the purpose of implementing this Agreement.

7. The undertakings of both Governments are subject to the availability of funds and to their respective laws.

I have the further honor to suggest that, if these proposals are acceptable to the Government of the Cook Islands, this note and Your Excellency's reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and which shall remain in force until 90 days after the date of written notification from either Government to the other of intention to terminate it.

Accept, Excellency, the renewed assurance of my highest consideration.

[Signed—Signé]¹

Ambassador of the United States
of America

The Honorable Sir Thomas Davis
Premier of the Cook Islands
Rarotonga

¹ Signed by Anne Clark Martindell — Signé par Anne Clark Martindell.

II

PREMIER OF THE COOK ISLANDS

Rarotonga, Cook Islands, 28 April 1981

My dear Ambassador,

It is my pleasure to refer to your Diplomatic Note No. 65 dated 28 April concerning the implementation of a Peace Corps programme in the Cook Islands and which suggested the following conditions for the operation of the programme:

[See note I]

On behalf of the Cook Islands Government and acting with full constitutional authority, it is my honour to confirm that the above proposals are acceptable and that this reply to Your Excellency's Diplomatic Note of 20 April* shall constitute an agreement between our two Governments and shall enter into force on this date. As you suggest, [it] shall remain in force until 90 days after the date of written notification from either Government to the other of the intention to terminate.

I look forward to a long and fruitful relationship with representatives of the Peace Corps in the Cook Islands.

Accept Excellency, the renewed assurance of my highest consideration.

Yours sincerely,

[Signed]

Hon. Dr. P. ROBATI
Deputy Premier

Her Excellency Mrs. Anne C. Martindell
Ambassador Extraordinary and Plenipotentiary
Embassy of the United States of America
Wellington, New Zealand

* Should read "28 April" — Devrait se lire «28 avril».