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**UNITED STATES OF AMERICA
and
ZIMBABWE**

**Exchange of notes constituting an agreement concerning
economic, technical and related assistance. Salisbury,
10 February and 22 March 1982**

Authentic text: English.

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**ÉTATS-UNIS D'AMÉRIQUE
et
ZIMBABWE**

**Échange de notes constituant un accord relatif à l'assistance
en matière économique, technique et connexes. Salis-
bury, 10 février et 22 mars 1982**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 24 janvier 1990.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND ZIMBABWE CONCERNING ECONOMIC, TECHNICAL AND RELATED ASSISTANCE

I

The American Ambassador to the Zimbabwean Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

Salisbury, February 19, 1982

Excellency:

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of Zimbabwe economic, technical and related assistance in accordance with the understandings set forth below as to which your Government expressed approval in your Ministry's letter of October 30, 1981.

1. The Government of the United States of America will furnish such economic, technical, and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of Zimbabwe 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 Zimbabwe. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available

¹ Came into force on 22 March 1982, the date of the note in reply, in accordance with the provisions of the said notes.

in accordance with arrangements agreed upon between the above-mentioned representatives.

2. The Government of Zimbabwe will make the fullest contribution permitted by its manpower, resources, facilities, and general economic condition in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will provide the Government of the United States of America with full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of Zimbabwe full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of Zimbabwe will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Zimbabwe; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. In any case where commodities are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of Zimbabwe from the sale of such commodities, the Government of Zimbabwe, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a Special Account in the Reserve Bank of Zimbabwe; will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of Zimbabwe may draw upon any remaining balances in the Special Account for such purposes beneficial to Zimbabwe as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of Zimbabwe shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of the United States of America and the Government of Zimbabwe agree that a special mission will carry out and discharge the responsibilities of the Government of the United States of America under this Agreement. The Government of Zimbabwe agrees to give full

cooperation to the special mission and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions of this Agreement. The Government of Zimbabwe shall accord all United States Government employees who are present in Zimbabwe to perform work in connection with this Agreement (and their families), except those employees who are or become accredited as diplomatic agents, full and complete immunity from criminal jurisdiction and shall protect such personnel, as well as contract personnel financed under this Agreement who are not citizens or permanent residents of Zimbabwe, from civil jurisdiction by assuming the position of defendant in every respect, including assumption of liability, in place of such personnel with respect to any claims arising from acts performed in connection with carrying out this Agreement; any form of judicial process or claim against such personnel shall to that extent be precluded.

5. In order to assure the maximum benefits to the people of Zimbabwe from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment, or funds introduced into or acquired in Zimbabwe by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder shall not, while such supplies, materials, equipment, or funds are used in connection with such a program or project, be subject to any taxes on ownership or use of property and any other taxes, and investment or deposit requirements in Zimbabwe, and the import, export, purchase, use or disposition of any such supplies, materials,

equipment, or funds in connection with such a program or project shall not be subject to any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and other taxes or similar charges in Zimbabwe. Specific arrangements to implement this sub-paragraph shall be set forth in each Project Agreement. The Government of Zimbabwe shall grant the necessary import licences required for any supplies, materials, or equipment imported in terms of the Project Agreement, and shall ensure their expeditious clearance through customs.

(b) All personnel (and their families), except citizens and permanent residents of Zimbabwe, whether (i) employees of the Government of the United States of America or any agency thereof, (ii) individuals under contract with, or employees of public or private organizations under contract with, the Government of Zimbabwe or any agency thereof, or (iii) individuals under contract with or financed by, or employees of public or private organizations under contract with or financed by, the Government of the United States of America or any agency thereof, who are in Zimbabwe to perform work in connection with this Agreement, shall be exempt from income and social security taxes levied under the laws of Zimbabwe with respect to income upon which they are obligated to pay income or social security taxes to any other Government. Such personnel (and their families) who are United States Government employees attached to the special mission shall be exempt from customs, import, and export duties on all personal effects, equipment, and supplies imported into Zimbabwe for their own use, and from all other duties and fees of whatsoever nature. All

other such personnel shall be exempt from customs, import, and export duties on all personal effects, equipment, and supplies imported into Zimbabwe for their own use, and from all other duties and import taxes of whatsoever nature, provided that such personal effects, equipment and supplies are acquired by such personnel within three months after arrival of such personnel in Zimbabwe. If such articles are disposed of in Zimbabwe within a period of 12 months, or otherwise than by the prior permission of the Controller of Customs and Excise, by gift or to a person or organization who or which is not entitled to purchase such articles free of import or customs duty, such duty will be payable at the rate required by the law of Zimbabwe at the time of disposal. The repatriation of any proceeds arising from any sale will be subject to prevailing exchange control regulations.

(c) Funds introduced into Zimbabwe for purposes of furnishing assistance hereunder shall be convertible into currency of Zimbabwe at the rate providing the largest number of units of such currency per United States Dollar which, at the time the conversion is made, is not unlawful in Zimbabwe.

6. The Government of the United States of America and the Government of Zimbabwe will establish procedures whereby the Government of Zimbabwe will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Zimbabwe is advised by the

Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder.

7. All or any part of any program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, 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.

I have the honor to propose that, if these understandings are acceptable to the Government of Zimbabwe, the present note and your Excellency's reply note concurring therein and containing the full text of the above understandings shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on the date of your Excellency's reply and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

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

ROBERT V. KEELEY

His Excellency Witness M. Mangwende
Minister of Foreign Affairs
Salisbury

II

Salisbury, March 22, 1982

Excellency:

I have the honour to refer to your note of 10th February, 1982 and to advise that the Government of Zimbabwe concurs with the understandings governing the Agreement for economic, technical and related assistance between the Government of Zimbabwe and the Government of the United States of America set forth below. In accordance with the proposals agreed to in your Excellency's note of 10th February, 1982, this note therefore constitutes concurrence with the understandings set forth below.

[*See note I*]

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

[*Signed*]

WITNESS M. MANGWENDE
Minister for Foreign Affairs
Republic of Zimbabwe

H. E. Ambassador Robert V. Keeley
Embassy of the United States of America
Salisbury, Zimbabwe
