



**AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN
CONCERNING THE PROGRAM OF THE PEACE CORPS IN THE
REPUBLIC OF AZERBAIJAN**

The Government of the United States of America (hereinafter "the United States") and the Government of the Republic of Azerbaijan (hereinafter "Azerbaijan"), recognizing the importance of developing mutually advantageous relationships and cooperation between their countries, and further recognizing that the purpose of the Peace Corps is to promote world peace and friendship by making available to interested countries qualified men and women to help the people of such countries meet their needs for trained manpower, have agreed as follows:

ARTICLE I

1. The Government of the United States shall furnish such Peace Corps Volunteers as may be requested by the Government of Azerbaijan and approved by the Government of the United States to perform mutually agreed tasks in Azerbaijan.
2. The Volunteers shall work under the immediate supervision of governmental and private organizations in Azerbaijan designated by the two governments.
3. The Government of the United States shall provide training to enable the Volunteers to perform their tasks in the most effective manner.
4. The Government of Azerbaijan shall bear such share of the costs of the Peace Corps program incurred in Azerbaijan as the two governments may agree.

ARTICLE II

1. The Government of Azerbaijan shall accord equitable treatment to the Volunteers and personnel performing functions under contract with the Peace Corps and their dependents and property; accord them and their



property full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Azerbaijan; and fully inform, consult, and cooperate with representatives of the United States with respect to all matters concerning them.

2. The Government of Azerbaijan shall exempt the Volunteers and persons performing functions under contract with the Peace Corps who are not citizens or permanent residents of Azerbaijan from all taxes on payments that they receive to defray their living costs, on income derived from their Peace Corps work, and on income from other sources outside Azerbaijan; from all customs duties or other charges on their personal property introduced into Azerbaijan for their own use; and from all other taxes or other charges (including immigration/visa fees), except license fees. The Government of Azerbaijan shall issue residence permits and visas (including multiple-entry visas), without fee or other charge, to Volunteers and persons performing functions under contract with the Peace Corps.

ARTICLE III

1. The Government of the United States shall provide the Volunteers, the Peace Corps Representative, and staff of the Representative with such limited quantities of equipment and supplies as the two governments may consider necessary to enable the Volunteers to perform their tasks effectively.
2. The Government of Azerbaijan shall exempt from all taxes (including value-added taxes), customs duties, and other charges all equipment, supplies, and other goods and services introduced into or acquired in Azerbaijan by the Government of the United States, or any contractor financed by it, for use hereunder.

ARTICLE IV

1. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Azerbaijan shall receive a Peace Corps Representative and such staff of the Representative (including employees and contractor personnel as designated by the Peace Corps Representative), and members of their families forming part of their households, as are acceptable to the Government of Azerbaijan.



Notwithstanding the provisions of any other agreement, the Government of Azerbaijan shall exempt such persons, and members of their families forming part of their households, who are not citizens or permanent residents of Azerbaijan from all taxes on income derived from their Peace Corps work or other sources outside Azerbaijan, from all customs duties and other charges on their personal property introduced into Azerbaijan for their own use, and from all other taxes or other charges (including immigration/visa fees), except license fees. In addition, such persons, and members of their families forming part of their households, shall be accorded status equivalent to that accorded administrative and technical staff personnel of the diplomatic mission of the United States, except they shall not be accorded immunities.

2. The Government of Azerbaijan shall issue residence permits and visas (including multiple-entry visas), without fee or other charge, to the Peace Corps Representative, staff, and individuals performing functions under this agreement, and members of their families forming part of their households.

ARTICLE V

The Government of Azerbaijan shall exempt from investment and deposit requirements and currency controls all funds introduced into Azerbaijan for use in accordance with this agreement by the Government of the United States or contractors financed by it. Such funds shall be convertible into the currency of Azerbaijan at the highest rate that is not unlawful in Azerbaijan.

ARTICLE VI

1. Appropriate representatives of the two governments may from time to time make such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Azerbaijan as appear necessary or desirable for the purpose of implementing this agreement.
2. Any disputes arising under this agreement shall be resolved amicably by the two governments.



ARTICLE VII

The undertakings of each government herein are subject to the availability of funds.

ARTICLE VIII

This agreement may be amended from time to time by mutual consent of the two governments. [Any such amendment shall be in writing.] In the event of a conflict between this agreement and a future agreement regarding cooperation to facilitate assistance, this agreement shall prevail concerning the Peace Corps program.

ARTICLE IX

This agreement shall enter into force upon an exchange of notes confirming that each Government has completed the necessary domestic legal requirements to bring the Agreement into force. The Agreement shall remain in force until one year after the date of the written notification from either government to the other of its intention to terminate the agreement. Termination of this Agreement shall not affect any right, obligation or legal situation of either Government created through the execution of the Agreement before the effective date of termination.

This Agreement is done at Baky, Azerbaijan on October 8, 2003, in duplicate in the English and Azerbaijani languages, each text being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF
THE REPUBLIC OF AZERBAIJAN:

Handwritten signature of Reno L. Harnish III in black ink.

H.E. Reno L. Harnish III
Ambassador

Handwritten signature of Viliyat Guliyev in black ink.

H.E. Viliyat Guliyev
Minister of Foreign Affairs