PEACE CORPS

Agreement between the
UNITED STATES OF AMERICA
and VANUATU

Signed at Port Vila July 22, 2008

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

VANUATU

Peace Corps

Agreement signed at Port Vila July 22, 2008;
Entered into force July 22, 2008.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF VANUATU

CONCERNING THE PROGRAM OF THE PEACE CORPS IN VANUATU

The Government of the United States of America (hereinafter "the United States") and the Government of the Republic of Vanuatu (hereinafter "Vanuatu"), recognizing the importance of developing mutually advantageous relationships and cooperation between their countries, 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 Vanuatu and approved by the Government of the United States to perform mutually agreed tasks in Vanuatu.

2. The Volunteers shall work under the immediate supervision of governmental and private organizations in Vanuatu 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 Vanuatu shall bear such share of the costs of the Peace Corps program incurred in Vanuatu as the two governments may agree.

ARTICLE II

1. The Government of Vanuatu shall accord equitable treatment to the Volunteers and persons 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 Vanuatu; and fully inform, consult, and cooperate with representatives of the United States with respect to all matters concerning them.

2. The Government of Vanuatu shall exempt the Volunteers 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 Vanuatu; from all customs duties or other charges on their personal property introduced into Vanuatu for their own use; and from all other taxes or other charges (including immigration/visa fees), except license fees. The Government of Vanuatu shall issue residence permits and visas (including multiple-entry visas), without fee or other charge, to Volunteers.

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 Vanuatu shall exempt from all taxes (including value-added taxes), customs duties, and other charges (including license fees on communications equipment owned and operated by Peace Corps) all equipment, supplies, and other goods and services introduced into or acquired in Vanuatu 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 Vanuatu shall receive a Peace Corps Representative and such staff of the Representative (including employees and persons performing functions under contract with Peace Corps as designated by the Peace Corps Representative), and members of their families forming part of their households, as are acceptable to the Government of Vanuatu. Notwithstanding the provisions of any other agreement, the Government of Vanuatu shall exempt such persons, and members of their families forming part of their households, who are not citizens or permanent residents of Vanuatu from all taxes on income derived from their Peace Corps work or other sources outside Vanuatu, from all customs duties and other charges on their personal property introduced into Vanuatu 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 Vanuatu 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 Vanuatu shall exempt from investment and deposit requirements and currency controls all funds introduced into Vanuatu 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 Vanuatu at the highest rate that is not unlawful in Vanuatu.

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 Vanuatu 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 on the date of signature and shall remain in force until ninety days after the date of the written notification from either government to the other of its intention to terminate the agreement. This agreement supersedes the Memorandum of Understanding between the Government of the United States of America and the Government of the Republic of Vanuatu on the Establishment of a Peace Corps Program in Vanuatu, signed October 2, 1989, which shall terminate upon entry into force of this agreement.

DONE in duplicate at Port Vila, Vanuatu on this 22nd day of July, 2008, in the English language.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Kevin George
Country Director
Peace Corps

FOR THE GOVERNMENT OF THE REPUBLIC OF VANUATU:

George Wells
Minister of Foreign Affairs
Republic of Vanuatu

REPUBLIC OF VANUATU
MINISTRY OF FOREIGN AFFAIRS
MINISTERE DES AFFAIRES ETRANGERES
REPUBLIQUE DE VANUATU