

**EMPLOYMENT**

**Agreement Between the  
UNITED STATES OF AMERICA  
and NAURU**

Effected by Exchange of Notes at  
Washington **and New York**  
August 22 and September 11, 2007

**Note: Revisions made only to information on cover pages, as  
indicated.**



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.”

## NAURU

### Employment

*Agreement effected by exchange of notes at  
Washington **and New York**  
August 22 and September 11, 2007;  
Entered into force September 11, 2007.*

## **Bilateral Employment Agreement**

The Department of State proposes to the Embassy of the Republic of Nauru that the Government of the United States of America and the Government of the Republic of Nauru conclude a Bilateral Work Agreement for dependents of officials serving in the respective countries.

The Department of State proposes to the Embassy of Nauru that, on a reciprocal basis, dependents of employees of the Government of the United States of America assigned to official duty in the Republic of Nauru and dependents of employees of the Government of the Republic of Nauru assigned to official duty in the United States be authorized to be employed in the receiving country.

For the purpose of this Agreement, “dependents” shall mean the following members of a household:

Spouses;

Unmarried dependent children under 21 years of age;

Unmarried dependent children under 23 years of age who are full-time students at a post-secondary educational institution; and

Unmarried children who are physically or mentally disabled.

For the purposes of this Agreement, it is understood that “employees assigned to official duty” means diplomatic agents, consular officers, and members of the support staffs, assigned to diplomatic missions, consular offices, and missions to international organizations.

In general, for dependents who seek employment in the United States, the Embassy of the Republic of Nauru must make an official request to the Office of Protocol in the Department of State. For employees of Employees of Missions to the United Nations seeking employment, the Republic of Nauru’s Mission to the United Nations must make an official request to the United States Mission to the United Nations. Upon verification that the person is a dependent of an official employee of the Government of the Republic of Nauru and processing of the official request, the Government of the United States of America will inform the Republic of Nauru’s Mission to the United Nations that the dependent may accept employment.

In the case of dependents of employees who seek employment in the Republic of Nauru, the United States Embassy in Suva, Fiji, must make an official request to the Republic of Nauru’s Ministry of Foreign Affairs, which, after verification that the person is a dependent of a United States employee

assigned to official duty in the Republic of Nauru, shall then inform the United States Embassy that the dependent may accept employment.

The Government of the United States of America and the Government of the Republic of Nauru waive whatever fees might otherwise be charged in connection with the issuance of employment authorization identification.

The Government of the United States of America and the Government of the Republic of Nauru wish to confirm that if dependents enjoy immunity from civil and administrative jurisdiction in the receiving state in accordance with the Vienna Convention on Diplomatic Relations, the Vienna Convention on Consular Relations, or any other applicable instrument, such dependents enjoy no such civil and administrative immunity in an action relating to any professional or commercial activity, including employment authorized pursuant to this Agreement. Furthermore, to the extent consistent with other international agreements, dependents are responsible for paying income and social security taxes on any remuneration received as a result of employment in the receiving state.

The Government of the United States of America further proposes that, if these provisions are acceptable to the Government of the Republic of Nauru, this note and the Embassy of the Republic of Nauru's reply concurring therein shall

constitute an agreement between the two governments which shall enter into force on the date of that reply. This Agreement shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate.

Department of State,  
Washington,

AUG 22 2007

*CSM*



Permanent Mission of the Republic of Nauru  
to the United Nations

**NV 07/03**

The Embassy of the Republic of Nauru to the United States presents its compliments to the United States Department of State and has the honour to acknowledge receipt of the latter's Note on "Bilateral Employment Agreement", which reads as follows:

"The Department of State proposes to the Embassy of the Republic of Nauru that the Government of the United States of America and the Government of the Republic of Nauru conclude a Bilateral Work Agreement for dependents of officials serving in the respective countries.

The Department of State proposes to the Embassy of Nauru that, on a reciprocal basis, dependents of employees of the Government of the United States of America assigned to official duty in the Republic of Nauru and dependents of employees of the Government of the Republic of Nauru assigned to official duty in the United States be authorized to be employed in the receiving country.

For the purpose of this agreement, "dependents" shall mean the following members of a household:

Spouses;

Unmarried dependent children under 21 years of age;

Unmarried dependent children under 23 years of age who are full-time students at a post-secondary educational institution; and

Unmarried children who are physically or mentally disabled.

For the purposes of this Agreement, it is understood that “employees assigned to official duty” means diplomatic agents, consular officers, and members of the support staffs, assigned to diplomatic missions, consular offices, and missions to international organizations.

In general, for dependents who seek employment in the United States, the Embassy of the Republic of Nauru must make an official request to the Office of Protocol in the Department of State. For employees of Employees of Missions to the United Nations seeking employment, the Republic of Nauru’s Mission to the United Nations must make an official request to the United States Mission to the United Nations. Upon Verification that the person is a dependent of an official employee of the Government of the Republic of Nauru and processing of the official request, the Government of the United States of America will inform the Republic of Nauru’s Mission to the United Nations that the dependent may accept employment.

In the case of dependents of employees who seek employment in the Republic of Nauru, the United States Embassy in Suva, Fiji, must make an official request to the Republic of Nauru’s Ministry of Foreign Affairs, which, after verification that the person is a dependent of a United States employee assigned to official duty in the Republic of Nauru, shall then inform the United States Embassy that the dependent may accept employment.

The Government of the United States of America and the Government of the Republic of Nauru waive whatever fees might otherwise be charged in connection with the issuance of employment authorization identification.

The Government of the United States of America and the Government of the Republic of Nauru wish to confirm that if dependents enjoy immunity from civil and administrative jurisdiction in the receiving state in accordance with the Vienna Convention on Diplomatic Relations, the Vienna Convention on Consular

Relations, or any other applicable instrument, such dependents enjoy no such civil or administrative immunity in an action relating to any professional or commercial activity, including employment authorized pursuant to this Agreement. Furthermore, to the extent consistent with other international agreements, dependents are responsible for paying income and social security taxes on any remuneration received as a result of employment in the receiving state.”

In reply, the Embassy of Nauru has the honour to state that the provisions set forth in the mentioned Note are acceptable and that the Government of the Republic of Nauru concurs in the proposal that the Note of the Department of State and this reply constitute an agreement between our two Governments on this subject, the Agreement to come into force on the date of this Note and remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate.

The Embassy of the Republic of Nauru to the United States avails itself of this opportunity to renew to the United States Department of State the assurances of its highest consideration.



New York, 11 September 2007

United States Department of State  
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