

PEACE CORPS

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

Signed at Nay Pyi Taw November 11, 2014



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.”

MYANMAR

Peace Corps

*Agreement signed at Nay Pyi Taw
November 11, 2014;
Entered into force November 11, 2014.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF
MYANMAR
CONCERNING THE PROGRAM OF THE PEACE CORPS IN
THE REPUBLIC OF THE UNION OF MYANMAR

The Government of the United States of America (hereinafter "the United States") and the Government of the Republic of the Union of Myanmar (hereinafter "Myanmar"), 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 Myanmar and approved by the Government of the United States to perform mutually agreed tasks in Myanmar.
2. The Volunteers shall work under the immediate supervision of governmental and private organizations, and in locations in Myanmar designated by the two governments. The Government of Myanmar shall provide assistance to the Peace Corps in accordance with applicable laws and regulations.
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 Myanmar shall bear such share of the costs of the Peace Corps program incurred in Myanmar as the two governments may agree.

ARTICLE II

1. The Government of Myanmar shall accord equitable treatment to the Volunteers and persons performing functions for the Peace Corps under this agreement 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 Myanmar; and fully inform, consult, and cooperate with representatives of the United States with respect to all matters concerning them.
2. The Government of Myanmar 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 Myanmar; from all customs duties or other charges on their personal property introduced into Myanmar for their own use; and from all other taxes or other charges (including immigration/visa fees), except license fees. The Government of Myanmar shall provide for the issuance in a timely manner of stay permits and visas including multiple - entry visas for their stay and entry / exit without fee to Volunteers in accordance with applicable laws and regulations. The Government of Myanmar shall provide extensions of Volunteer visas without requiring that Volunteers depart or exit Myanmar for such purpose, subject to the Peace Corps submitting timely applications for such extensions in accordance with applicable laws and regulations.
3. The Volunteers, the Peace Corps Representative and staff of the Representative and their families shall not interfere with the internal affairs of the Republic of the Union of Myanmar and shall faithfully abide by the then existing laws and regulations of the Republic of the Union of Myanmar while performing their duties.

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 Myanmar will permit the Government of the United States to introduce into or acquire in Myanmar all equipment (including emergency communication equipment and devices), supplies, and other goods and services except from the restricted items under the existing laws and exempt the Government of the United States from all taxes (including value-added taxes), customs duties, and other charges on all such equipment (including emergency communication equipment and devices), supplies, and other goods and services introduced into or acquired in Myanmar 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 Myanmar 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 Myanmar. Notwithstanding the provisions of any other agreement to which the United States and Myanmar are parties, the Government of Myanmar shall exempt such persons, and members of their families forming part of their households, who are not citizens or permanent residents of Myanmar from all taxes on income derived from their Peace Corps

work or other sources outside Myanmar, from all customs duties and other charges on their personal property introduced into Myanmar for their own use, and from all other taxes or other charges (including immigration/visa fees), except license fees. In addition, Peace Corps staff, 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 Myanmar shall issue in accordance with applicable laws and regulations and in a timely manner stay permits and visas including multiple-entry visas, for their stay and entry / exit without fee to the Peace Corps Representative, staff, and individuals performing functions under this agreement, and members of their families, holding official passports.

ARTICLE V

The Government of Myanmar shall exempt from investment and deposit requirements and currency controls all funds introduced into Myanmar 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 Myanmar at the prevailing market rate.

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 Myanmar 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.

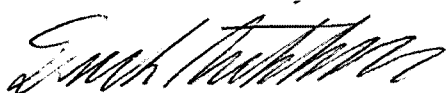
ARTICLE IX

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.

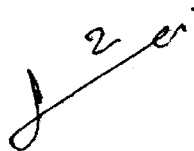
Done at Nay Pyi Taw on 11th November 2014, in duplicate in the English and Myanmar languages, of which the English text shall be authentic and shall prevail.

**FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA**

**FOR THE GOVERNMENT OF
THE REPUBLIC OF
THE UNION OF MYANMAR**



Mr. Derek J. Mitchell
Ambassador Extraordinary and
Plenipotentiary



Lei Lei Thein
Deputy Minister
Ministry of National Planning and
Economic Development