PEACE CORPS

Agreement Between the
UNITED STATES OF AMERICA
and the SOLOMON ISLANDS

Signed at Honiara November 6, 1998



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."

SOLOMON ISLANDS

Peace Corps

Agreement signed at Honiara November 6, 1998; Entered into force November 6, 1998.

AGREEMENT between the GOVERNMENT OF THE UNITED STATES OF AMERICA and the GOVERNMENT OF THE SOLOMON ISLANDS concerning the program of the Peace Corps in the Solomon Islands.

The Government of the United States of America and the Government of the Solomon Islands, recognizing the importance of developing mutually advantageous relationships and cooperation between their Countries, have agreed as follows:

- 1. The Government of the United States of America will furnish such Peace Corps Volunteers as may be requested by the Government of the Solomon Islands and approved by the Government of the United States of America to perform mutually agreed tasks in the Solomon Islands. The Volunteers will work under the immediate supervision of Governmental and Private Organisations in the Solomon Islands designated by our two Governments. The Government of the United States of America will provide training to enable the volunteers to perform their tasks in the most effective manner. The Government of the Solomon islands will bear such share of the costs of the Peace Corps program incurred in the Solomon Islands as our two Governments may agree.
- 2. The Government of the Solomon Islands will accord equitable treatment to the Volunteers and their property, accord them full aid and protection, including treatment no less favourable than that accorded generally to nationals of the United States of America residing in the Solomon Islands; and fully inform, consult, and cooperate with representatives of the United States of America with respect to all matters concerning them. The Government of the Solomon Islands will exempt the Volunteers and non-resident persons or any person who is resident solely for the purpose of performing functions under contract with the Peace Corps on emoluments payable out of the fund provided by the Government of United States of America to defray their living costs, on income derived from their Peace Corps work, and on income from other sources outside the Solomon Islands, from all customs duties or other charges on their personal property introduced into the Solomon Islands within a period of not less than six months before or after arrival for their own use, and from all other taxes or other charges [including exemption from Immigration permit requirements and fees], except license fees. Government of the Solomon Islands will issue residence permits and visas, including multiple-entry visas, where appropriate, without fee, to Volunteers and persons performing functions under contract with the Peace Corps.

- 3. The Government of the United States of America will provide the Volunteers with such limited quantities of equipment and supplies as our two Governments may consider necessary to enable the Volunteers to perform their tasks effectively. The Government of the Solomon Islands will exempt from all taxes, custom duties, and other charges all equipment and supplies introduced into or acquired in the Solomon Islands by the Government of the United States of America, or any contractor financed by it, for use hereunder.
- To enable the Government of the United States of America to discharge 4. The Government of the its responsibilities under this Agreement. Solomon Island will 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 the Solomon Islands. Notwithstanding the provisions of any other Agreement, the Government of the Solomon Island will exempt such persons who are non-resident persons or any person who is resident solely for the purpose of performing functions under contract with the Peace Corps, from all taxes on income derived from their Peace Corps work or other sources outside the Solomon Islands, from all customs duties and other charges on their personal property introduced into the Solomon Islands within a period of not less than six months before or after arrival for their own use, and from all other taxes or other charges [including exemption from Immigration Permit requirements and fees], except license fees. In addition, such persons, and members of their families forming part of their household, shall be accorded status equivalent to that accorded administrative and technical staff personnel of the diplomatic mission of the United States of America, except they will not be accorded immunities.
- 5. The Government of the Solomon Islands will exempt from investment and deposit requirements and currency controls all funds introduced into the Solomon Islands for use in accordance with this Agreement by the Government of the United States of America or contractor financed by it. Such funds shall be convertible into currency of the Solomon Islands at the highest rate which is not unlawful in the Solomon Islands.
- 6. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in the Solomon Islands as appear necessary or desirable for the purpose of implementing this Agreement. Any disputes arising under this Agreement will be resolved amicably by the two Governments.

- 7. The undertakings of each Government herein are subject to the availability of funds.
- 8. This Agreement may be amended from time to time by mutual consent of our two Governments. 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.
- 9. 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. Upon entry into force, the present Agreement shall supersede and replace the 1972 Agreement between the two Governments relating to the establishment of a Peace Corps program in the Solomon Islands.

Signed at HONI MA this SIXTH day of November 1998

On behalf of the Government of Solomon Islands

On behalf of the Government of the United States of America