CULTURAL EXCHANGES, PROPERTY AND COOPERATION

Peace Corps

Agreement Between the
UNITED STATES OF AMERICA
and LESOTHO

Signed at Maseru April 13, 2016



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."

LESOTHO

Cultural Exchanges, Property and Cooperation: Peace Corps

Agreement signed at Maseru April 13, 2016; Entered into force April 13, 2016.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF LESOTHO

CONCERNING THE PROGRAM OF THE PEACE CORPS IN THE KINGDOM OF LESOTHO

The Government of the United States of America (hereinafter "the United States") and the Government of the Kingdom of Lesotho (hereinafter "Lesotho"), 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 Lesotho and approved by the Government of the United States to perform mutually agreed tasks in Lesotho.
- 2. The Volunteers shall work under the immediate supervision of governmental and private organizations in Lesotho 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 Lesotho shall bear such share of the costs of the Peace Corps program incurred in Lesotho as the two governments may agree.

ARTICLE II

- The Government of Lesotho 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 Lesotho; and fully inform, consult, and cooperate with
 representatives of the United States with respect to all matters concerning them.
- 2. The Government of Lesotho 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 Lesotho; from all customs duties or other charges on their personal property introduced into Lesotho for their own use; and from all other taxes or other charges (including immigration/visa fees), except license fees. The Government of Lesotho 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 Lesotho 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 Lesotho 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 Lesotho 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 Lesotho. Notwithstanding the provisions of any other agreement, the Government of Lesotho shall exempt such persons, and members of their families forming part of their households, who are not citizens or permanent residents of Lesotho from all taxes on income derived from their Peace Corps work or other sources outside Lesotho, from all customs duties and other charges on their personal property introduced into Lesotho 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 Lesotho 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 Lesotho shall exempt from investment and deposit requirements and currency controls all funds introduced into Lesotho 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 Lesotho at the highest rate that is not unlawful in Lesotho.

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 Lesotho 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. This agreement supersedes the Agreement between the United States of America and the Kingdom of Lesotho Concerning the Program of the Peace Corps in Lesotho of September 22, 1967, which shall terminate upon entry into force of this agreement.

Done at Masevy, this 13Th the English language.	day of Hyri), 2016, in duplicate, in
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF THE KINGDOM OF LESOTHO:
author T. Hough	J. Sprane