

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 11514

ECONOMIC, TECHNICAL AND RELATED ASSISTANCE

Agreement Between the
UNITED STATES OF AMERICA
and ST. CHRISTOPHER AND NEVIS

Signed at Basseterre April 24, 1986



*SAINT CHRISTOPHER AND NEVIS
GENERAL AGREEMENT FOR ECONOMIC,
TECHNICAL AND RELATED ASSISTANCE*

The Government of the United States of America and the Government of Saint Christopher and Nevis, desiring to conclude an agreement relating to economic and technical cooperation between both countries, have agreed as follows:

Article I. To assist the Government of Saint Christopher and Nevis, the Government of the United States of America is furnishing such economic, technical and related assistance hereunder as is requested or agreed to by representatives of appropriate agencies of the Government of Saint Christopher and Nevis and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as is requested and approved by other representatives designated by the Government of the United States of America and the Government of Saint Christopher and Nevis. Such assistance is made available in accordance with written arrangements or agreements between the above-mentioned representatives.

Article II. To promote the economic and social progress of Saint Christopher and Nevis, the Government of Saint Christopher and Nevis will contribute fully within the limits of its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of Saint Christopher and Nevis concerning programs and operations hereunder. The Government of Saint Christopher and Nevis will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford every opportunity and facility to representatives of the Government of the United States of America to observe and review programs and operations conducted under this Agreement and will furnish whatever information they may need to determine the nature and scope of operation planned or carried out and to evaluate results.

Article III. The Government of Saint Christopher and Nevis will receive a special mission, currently named USAID, and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will consider this mission and its personnel as part of the diplomatic mission of the Government of the United States of America for the purpose of receiving the privileges and immunities accorded to that mission and its personnel of comparable rank. The special mission shall enjoy the same inviolability of premises as is extended to the diplomatic mission of the Government of the United States of America. Members of the mission shall be exempt from all identifiable taxes

and duties of any nature whatsoever, now or hereafter in force in Saint Christopher and Nevis. Such tax exemption shall include, but not be limited to, the airport departure tax, income tax, consumption taxes, stamp taxes, taxes on gasoline, hotel and restaurant sales tax, the tax on the rental of housing, and all import duties. The Government of the United States may, at its discretion, establish the special mission in the territory of Saint Christopher and Nevis or provide the assistance contemplated in Article I of this Agreement by means of persons present in Saint Christopher and Nevis on short-term assignment.

Article IV. In order to assure the maximum benefits to the people of Saint Christopher and Nevis from the assistance to be furnished hereunder: (a) goods or services to be provided and used in connection with this Agreement by the Government of the United States of America, or by a contractor financed by that Government for a project approved by the designated representative of the Government of Saint Christopher and Nevis shall be exempt from all taxes on ownership or use and all other taxes, investment or deposit requirements, and currency controls in Saint Christopher and Nevis, and the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes, docking, airport or other user charges or commissions that represent a Government tax, taxes on purchase or disposition and any other taxes or similar charges in Saint Christopher and Nevis; and (b) all persons, including contractors and contractor employees financed by the Government of the United States for projects approved by the Government of Saint Christopher and Nevis, except persons who are citizens of Saint Christopher and Nevis or whose usual or customary residence is in Saint Christopher and Nevis, who are present in Saint Christopher and Nevis to perform work pursuant to this Agreement, shall be exempt from income and social security taxes levied under the laws of Saint Christopher and Nevis and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such persons and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal movable property (including automobiles) imported into Saint Christopher and Nevis for their own use, as is accorded by the Government of Saint Christopher and Nevis to diplomatic personnel of the United States Embassy or to the most favored foreign diplomatic Mission in residence.

Article V. Funds used for purposes of furnishing assistance hereunder shall be convertible into currency of Saint Christopher and Nevis at the most favorable rate providing the largest number of units of such currency for United States dol-

lars which, at the time conversion is made, is not unlawful in Saint Christopher and Nevis.

Article VI. This Agreement shall enter into force on the date on which it is signed by the two Governments and shall remain in force until six months after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

All or any part of the program of assistance provided hereunder, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, may be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States.

The two Governments or their designated representatives shall, upon request of either of them, consult regarding any matter on the application, operation or amendment of this Agreement.

Done in duplicate at Saint Christopher and Nevis this 24th day of April, 1986.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF
SAINT CHRISTOPHER AND NEVIS

By: Thomas H. Anderson, Jr.
Title: Ambassador

By: Kennedy Alphonse Simmonds
Title: Prime Minister