

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF
AMERICA AND THE GOVERNMENT OF THE KINGDOM OF SWAZILAND
FOR ECONOMIC, TECHNICAL AND, RELATED ASSISTANCE**

The Government of the United States of America and the Government of the Kingdom of Swaziland have agreed as follows:

1. (1) The Government of the United States of America shall, subject to the applicable United States laws and regulations, provide such economic, technical and related assistance as may be requested by representatives of the appropriate agency or agencies of the Government of the Kingdom of Swaziland and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities under this Agreement, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of the Kingdom of Swaziland.

(2) Subject to this Agreement, an approved assistance program shall be implemented in accordance with arrangements agreed upon between the above-mentioned representatives.

2. (1) The Government of the Kingdom of Swaziland shall:

(a) make such contribution permitted by its personnel, resources, facilities, and general economic condition in furtherance of the purposes for which the assistance is provided;

(b) take appropriate steps to assure the effective use of such assistance;

(c) co-operate with the Government of the United States of America to ensure that any procurement in connection with such assistance is at reasonable prices and on reasonable terms;

(d) without restriction, permit continuous observation and review by United States representatives of programs and operations under such assistance and records pertaining thereto;

(e) provide the Government of the United States of America with full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance provided or contemplated; and

(f) give to the people of the Kingdom of Swaziland full publicity concerning assistance programs and operations hereunder.

(2) With respect to co-operative technical assistance programs the Government of the Kingdom of Swaziland will also bear a fair share of the costs thereof, as may be agreed upon by the parties and will, to the maximum extent possible, seek full co-ordination and integration of technical co-operation programs being carried on in the Kingdom of Swaziland; and will co-operate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. (1) The Government of the United States of America and the Government of the Kingdom of Swaziland further agree:

(a) a special mission will be received by the Government of the Kingdom of Swaziland to carry out and discharge the responsibilities of the Government of the United States of America under this Agreement; and

(b) the special mission will enjoy the same inviolability of premises as is extended to the diplomatic mission of the United States of America and that the Government of the Kingdom of Swaziland shall accord all United States Government employees (and their dependents), who are present in the Kingdom of Swaziland to perform work in connection with this Agreement, immunities in accordance with the relevant law of the Kingdom of Swaziland, including full and complete immunity from civil and criminal jurisdiction.

(2) The Government of the United States of America:

(a) will endeavor to ensure maximum possible compliance with the law of the Kingdom of Swaziland by such personnel;

(b) will be prepared to discuss such disputes as may arise; and

(c) shall remove as promptly as feasible, either on its own initiative or on the request of the Government of the Kingdom of Swaziland, any United States Government employee covered by this Agreement who may abuse the privileges or immunities granted herein.

4. In order to assure the maximum benefits to the people of the Kingdom of Swaziland from the assistance to be provided under this Agreement:

(1) any supplies, materials, equipment, or funds brought into or acquired in the Kingdom of Swaziland by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project under such assistance, shall, while such supplies, materials, equipment, or funds are used in connection with such a program or project and if they have been described in the relevant project agreement, be exempt from any taxes on ownership or use of property and any other taxes, investment or deposit requirements, and currency controls in the Kingdom of Swaziland;

(2) the import, export, purchase, use, or disposition of any such supplies, materials, equipment, or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and other taxes or similar charges in the Kingdom of Swaziland;

(3) no tax (whether in the nature of an income, profits, business, or other tax), duty, or fee of whatever nature shall be imposed upon any contractor financed by the Government of the United States of America to the extent that such contractor is obligated to pay such tax, duty or fee to any Government other than the Government of the Kingdom of Swaziland;

(4) all personnel (and their families), except citizens and permanent residents of the Kingdom of Swaziland, whether:

(a) employees of the Government of the United States of America or any agency thereof;

(b) individuals under contract with, or employees of public or private organizations under contract with, the Government of the Kingdom of Swaziland or any agency thereof; or

(c) individuals under contract with or financed by, or employees of public or private organizations under contract with or financed by, the Government of the United States of America or any agency thereof, who are present in the Kingdom of Swaziland to render services directly in connection with this Agreement;

shall be exempt from income and social security taxes levied under the laws of the Kingdom of Swaziland with respect to income upon which they are obligated to pay income or social security taxes to any other government, and from taxes on the purchase, ownership, use, or disposition of personal movable property (including automobiles) intended for their own use;

(5) such personnel (and their families) who are United States Government employees attached to the special mission shall be exempt from customs, import, and export duties on all personal effects, vehicles, equipment, and supplies imported into the Kingdom of Swaziland for their own use, and from all other duties and fees of whatever nature;

(6) all other such personnel shall be exempt from customs, import, and export duties on all personal effects, vehicles, equipment, and supplies imported into the Kingdom of Swaziland for their own use and from all other duties and fees of whatever nature, provided that such goods are imported within the first six months of their arrival or within three months after their return to the Kingdom of Swaziland from home leave authorized under their contract of employment;

(7) all personal effects, vehicles, equipment and supplies imported into or acquired in the Kingdom of Swaziland under the privileges contained in this paragraph 4, shall not be disposed of except in accordance with applicable laws and regulations of the Kingdom of Swaziland;

(8) individuals under contract with or financed by, or employees of public or private organizations under contract with or financed by, the Government of the United States of America or any agency thereof who are present in the Kingdom of Swaziland to perform work in connection with this Agreement shall be immune from all civil liability related to the performance of work in connection with this Agreement; and

(9) funds brought into the Kingdom of Swaziland for purposes of providing assistance under this Agreement shall be convertible into currency of the Kingdom of Swaziland at the rate providing the largest number of units of such currency per United States dollar which, at the time the conversion is made, is not unlawful in the Kingdom of Swaziland.

5. The Government of the United States of America and the Government of the Kingdom of Swaziland shall establish procedures whereby the Government of the Kingdom of Swaziland will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken under this Agreement by the Government of the United States of America that such funds shall not be subject to garnishment,

attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of the Kingdom of Swaziland is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder.

6. (1) All or any part of any program of assistance provided under this Agreement may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable.

(2) The termination of such assistance under this provision may include the termination of deliveries of any supplies, materials, equipment or funds under this Agreement not yet delivered.

7. This Agreement shall enter into force upon signature.

8. (1) This Agreement shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it.

(2) Notwithstanding any such termination, this Agreement shall remain in full force and effect with respect to assistance provided before the termination.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement at Mbabane, Swaziland in quadruplicate on the date written below:

For the Government of the United States of America:

By: /s/ Mary A. Ryan

Title: Ambassador

By: /s/ Roger D. Carlson

Title: Mission Director, USAID/Swaziland

For the Government of the Kingdom of Swaziland:

By: /s/ Senator Sir George Mamba

Title: Minister of Foreign Affairs

< 1989 5, December >