

**REGIONAL ASSISTANCE PROGRAM
FRAMEWORK AGREEMENT**

between

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

and

THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA

**Signed at Gaborone
September 27, 1995**

**Regional Assistance Program Framework Agreement
Between the Government of the United States of America
and the Government of the Republic of Botswana**

The Government of the United States of America and the Government of Botswana,

Recognizing the recent economic, political and social advances in the southern Africa region, and

Desiring to cooperate to support the regional economic, technical and related assistance program ("regional assistance program") to be undertaken by the Government of the United States of America in collaboration with the countries of southern Africa,

Have agreed as follows:

1. A special mission will be received by the Government of Botswana to carry out and discharge the functions of the regional assistance program to be undertaken by the Government of the United States of America in the southern Africa region. The special mission will enjoy the same inviolability of premises as is extended to the diplomatic mission of the United States of America and the Government of Botswana shall accord all United States Government employees (and their families), who are present in Botswana to perform work in connection with such a regional assistance program, full immunity from civil and criminal jurisdiction as defined in Articles 29 through 32 of the Vienna Convention on Diplomatic Relations. The Government of the United States of America will endeavor to assure maximum possible compliance with the laws of Botswana, will be prepared to discuss such disputes as may arise, and will remove as promptly as feasible, either on its own initiative or on the request of the Government of Botswana, any United States Government employee covered by this Agreement who may abuse the privileges or immunities granted herein.

2. In order to assure the maximum benefits to the people of the southern Africa region from the regional assistance program mentioned herein:

(a) Any supplies, materials, equipment, property or funds introduced into or acquired in Botswana by the Government of the United States of America, or any contractor or other organization financed by that Government, for purposes of any program or project conducted as part of or in conjunction with the regional assistance program shall be exempt from any taxes on ownership or use of property and any other taxes, investment or deposit requirements, and currency controls in Botswana. The import, export, purchase, use or disposition of any such supplies, materials, equipment, property or funds in connection with such a

export taxes, taxes on purchase, rental or disposition of property, value-added taxes and other taxes or similar charges in Botswana. No tax (whether in the nature of an income, profits, business, rent, value-added or other tax, duty, or fee of whatsoever nature) shall be imposed by the Government of Botswana upon any contractor or other organization financed by the Government of the United States of America under the regional assistance program.

(b) 1) Category A Tax Exemptions. All personnel (and their families), except citizens and permanent residents of Botswana, who are employees (by direct hire, direct contract or other arrangement) of the Government of the United States of America or any agency thereof who are present in Botswana to perform work in connection with the regional assistance program

- i) shall be exempt from income and social security taxes levied under the laws of Botswana with respect to income upon which they are obligated to pay income or social security taxes to any other government;
- ii) shall be exempt from taxes on the purchase, ownership, use, or disposition of personal movable property (including automobiles) intended for their own use, and from taxes on residential leases;
- iii) shall be exempt from customs, import, and export duties and value-added taxes on all personal effects, equipment, and supplies imported into Botswana for their own use, and from all other duties and fees of whatever nature.

2) Category B Tax Exemptions. All individuals (and their families), except citizens and permanent residents of Botswana, who are employed (whether by direct hire, contract or other arrangement) or financed by 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 Botswana to perform work in connection with the regional assistance program, shall, provided that the Government of the United States shall take every precaution to insure that individuals who claim exemption as employees of organizations financed or contracted by the United States Government are engaged upon regional assistance work, be exempt from:

- i) income and social security taxes levied under the laws of Botswana with respect to income upon which they are obligated to pay income or social security taxes to any other government;
- ii) taxes on the purchase, ownership, use, or disposition of personal movable property (including automobiles) intended for their own use, and from taxes on residential leases,

iii) customs, import, and export duties and value-added taxes on all personal effects, equipment, and supplies imported into Botswana for their own use, and from all other duties and fees of whatsoever nature for a period of six months following initial installation and three months following any reinstallation after home leave, provided that import duties shall be payable on such goods if they are disposed of, other than by sale or disposition within the tax-free community, within 2 years of the date of importation.

(c) All individuals in Category B above and all employees of the Special Mission who are citizens or permanent residents of Botswana, shall benefit from immunity from suit and legal process in respect of things done or omitted to be done in the course of the performance of official duties.

(d) Funds introduced into Botswana for purposes of implementing the regional assistance program shall be convertible into currency of Botswana 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 Botswana. Such funds and other funds derived from the regional assistance program shall not be subject to garnishment, attachment, seizure or other legal process by any person, organization or government if the Government of Botswana is informed by the Government of the United States that such legal process would interfere with attainment of the objectives of the regional assistance program.

(e) The Government of Botswana will provide in-kind support in Botswana to the special mission and to the regional assistance program. The two Governments will conclude a Memorandum of Understanding agreeing on the form and extent of a substantial contribution by the Government of Botswana to the office and/or residential housing of the special mission. The Government of Botswana will bear a fair share of the cost of any activities undertaken by the special mission for the particular benefit of Botswana, and will provide such other support as may be agreed from time-to-time by the two Governments.

(f) The Government of Botswana will further support the regional assistance program by affording all nationals and residents of southern African countries equal access to employment with the Special Mission, including the right to enter and reside in Botswana, together with their families, for the purposes of such employment, and the issuance of such work permits and visas as may be necessary for non-Batswana.

3. The Government of the United States of America and the Government of Botswana agree that any assistance provided by the Government of the United States of America directly to Botswana shall be considered to be part of the regional assistance program described in this Agreement and shall receive all of the benefits of this Agreement.

4. The Government of Botswana agrees to permit, to the extent within that Government's authority but otherwise without restriction, continuous observation and review by United States representatives of programs and operations related to assistance provided to Botswana, and to 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 furnished or contemplated.

5. This Agreement shall enter into force upon signature.

6. This Agreement shall remain in force until ninety days after the receipt by either Government of written notification of the intention of the other to terminate it. Notwithstanding any such termination, however, the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

IN WITNESS WHEREOF, the respective representatives, duly authorized, have signed the present Agreement at Gaborone, in duplicate, on this 27th day of September, 1995.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
REPUBLIC OF BOTSWANA

By: Howard F. Jeter

Hon. Howard F. Jeter
Ambassador to Botswana

By: Festus G. Mogae

Hon. Festus G. Mogae
Vice President and
Minister for Finance
and Development Planning

By: Valerie Dickson-Horton

Valerie Dickson-Horton
Director
USAID Regional Center
for Southern Africa