

ECONOMIC AND TECHNICAL COOPERATION

Agreement Between the UNITED STATES OF AMERICA and SOMALIA

The American Ambassador to the Somali Minister of Foreign Affairs

Mogadishu, June 14, 1981

Excellency:

I have the honor to refer to note verbale dated January 14, 1978, which transmitted your Government's agreement for reestablishment of a United States economic assistance program in Somalia. It was further agreed in subsequent discussions with your Government that it was desirable to supplement the note verbale with a formal bilateral agreement on economic and technical cooperation between our two Governments. The proposed text of such agreement follows below.

The Government of the United States of America and the Government of the Somali Democratic Republic have agreed as follows:

1. The Government of the United States will furnish such economic, technical and related assistance hereunder as may be requested or approved by the Government of Somali Democratic Republic and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested or approved by other representatives designated by the Government of the United States of America and the Government of the Somali Democratic Republic. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.
2. The Government of the Somali Democratic Republic will make as full a contribution as may be reasonably permitted by its manpower, resources, facilities, and general economic conditions in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will, without unreasonable restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will use its best efforts to provide the Government of the United States of America with full and complete information as may be reasonably requested concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature of assistance programs and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; will permit United States economic and technical assistance personnel to travel freely within the country to carry out their responsibilities under this Agreement; and will make appropriate arrangements to inform the people of Somalia concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of Somalia will within its means bear a fair share of the costs

thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Somalia; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. The Government of the United States of America and the Government of the Somali Democratic Republic agree that a special mission will be received by the Government of the Somali Democratic Republic to carry out and discharge the responsibilities of the Government of the United States of America under this Agreement. The Government of the United States of America and the Government of the Somali Democratic Republic further agree that 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 Somali Democratic Republic shall accord all United States Government employees associated with the special mission (and members of their families forming part of their households), except citizens and permanent residents of the Somali Democratic Republic, full and complete immunity from civil and criminal jurisdiction. The Government of United States of America will conduct operations hereunder in accordance with the laws of the United States and will endeavor to ensure maximum possible compliance with the laws of the Somali Democratic Republic. The Government of the United States of America will also endeavor to assure that the personnel who are covered by this agreement abstain from involvement in political affairs in Somalia, or in activities inconsistent with this Agreement, it being understood that this provision shall not in any way restrict the normal economic and technical assistance activities of such personnel under this Agreement. The Government of the United States of America will be prepared to discuss such disputes as may arise and, where appropriate, to waive, with respect to any act or individual covered by this Agreement, any privilege or immunity granted herein. The Government of the United States of America will remove as promptly as feasible, either on its own initiative or on the request of the Government of the Somali Democratic Republic, any United States Government employee covered by this Agreement who may abuse the privilege or immunities granted herein.

4. In order to assure the maximum benefits to the people of Somalia from the assistance to be furnished hereunder, the following conditions, except as otherwise provided under a specific agreement, shall apply:

(a) Any supplies, materials, equipment, property or funds introduced into or acquired in Somalia by the Government of the United States of America or any contractor financed by that Government for purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment, property or funds are used in connection with such a program or project, be exempt from any and all taxes on ownership or use of property and any and all other taxes, investment or deposit requirements, and currency controls in Somalia. The import, export, acquisition, use or disposition of any such supplies, materials, equipment, property or funds in connection with a program or project shall be exempt from any tariffs, custom duties, import and export taxes, taxes on purchase or disposition of property and any other taxes, or similar charges in Somalia; provided, however, that such supplies, materials, equipment, property or funds, to the extent that they are not incorporated into any such program or project, shall, upon

completion of the program or project, be re-exported, or may be sold within Somalia upon payment of customs duties in accordance with the laws of Somalia.

(b) All personnel (and members of their families forming part of their households), except citizens and permanent residents of the Somali Democratic Republic whether employees of the Government of the United States of America or any Agency thereof, or individuals under contract with or financed by the Government of the United States of America or any Agency thereof, who are present in the Somali Democratic Republic to perform work in connection with this Agreement, shall be exempt from income and social security taxes or any tax of similar nature levied under the laws of the Somali Democratic Republic with respect to income upon which they are obligated to pay income or social security taxes or any tax of a similar nature to any other government and from taxes on the purchase, ownership, use or disposition of personal moveable property (including automobiles) intended for their own use. Such personnel (and members of their families forming part of their households) who are employees of the Government of the United States of America shall be exempt from customs, import and export duties on all personal effects, equipment and supplies imported into the Somali Democratic Republic for their own use, and shall be exempt, in accordance with the laws and regulations of the Somali Democratic Republic, from all other duties and fees of whatsoever nature. Such United States Government employees will be permitted to purchase articles duty-free from diplomatic duty-free facilities, and shall be exempt from all taxes and duties on fuels and lubricants for official or personal use. All other such personnel shall, in accordance with the laws and regulations of the Somali Democratic Republic, be exempt from customs, import and export duties on all personal effects, equipment and supplies imported into the Somali Democratic Republic for their own use at the time of first installation.

(c) Funds introduced into Somalia for purposes of furnishing assistance hereunder shall be convertible into currency of Somalia 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 Somalia.

5. The Government of the Somali Democratic Republic shall indemnify and hold harmless all personnel (and members of their families forming part of their households), except United States Government employees associated with the special mission who shall be accorded the immunities provided under Article 3 or citizens or permanent residents of the Somali Democratic Republic, engaged in the furnishing of assistance under programs and operations hereunder from any and all liability, both civil and criminal, resulting from or connected with any act or mission occurring in the course of conducting programs and operations under this Agreement; provided, however, that in the case of willful misconduct or any serious violation of the criminal laws of Somalia. The Government of the Somali Democratic Republic may request the Government of the United States of America to waive the immunity from liability accorded hereunder.

6. The Government of the United States of America and the Government of the Somali Democratic Republic will establish procedures whereby the Government of the Somali Democratic Republic will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken 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 Somali Democratic Republic 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.

7. All or any part of any program of assistance provided hereunder 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. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered. Notwithstanding that all or part of any program of assistance has been terminated by notice given by the Government of the United States of America, if, prior to such notice of termination the Government of the Somali Democratic Republic has entered into an irrevocable agreement whereunder it has incurred further liabilities to pay for goods or services and such payment was to be made out of monies provided under such programs, then the Government of the United States of America shall continue the availability of sufficient funds to enable the Government of the Somali Democratic Republic to meet such liability provided that such liability does not exceed the amount previously agreed in respect to the procurement of such goods or services.

8. 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. Notwithstanding any such termination, however, the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

I have the honor to propose that, if these understandings are acceptable to the Government of the Somali Democratic Republic, the present note and your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on the date of your excellency's reply.

/s/ DONALD K. PETERSON

His Excellency
Abdurahman Jama Barre,
Minister of Foreign Affairs,
Mogadishu

The Somalian Vice Minister for Foreign Affairs to the American Ambassador

SOMALI DEMOCRATIC REPUBLIC
MINISTRY OF FOREIGN AFFAIRS

EXCELLENCY,

I have the honor to acknowledge receipt of your Excellency's Note of 14 June 1981 which reads as follows:

[For text, see above]

I have the honor to propose that an amendment be made to the foregoing which entails the deletion of the bracketed words in Article 5, (and members of their families forming part of their households). If this proposal is acceptable to the Government of the United States of America, I have further the honor to propose that this Note together with Your Excellency's reply to that effect, shall constitute an Agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, renewed assurances of my highest consideration.

MOGADISHU, 12 Oct. 1981

MOHAMOUD SAID MOHAMOUD
/s/(Dr. Mohamoud Said Mohamoud)
Vice Minister
For Foreign Affairs

His Excellency
Donald K. Petterson,
Ambassador of the United States of America
Mogadishu, Somali Democratic Republic

The American Ambassador to the Somalian Acting Minister of Foreign Affairs

No. 306

MOGADISHU, October 13, 1981

EXCELLENCY:

I have the honor to acknowledge receipt of your note dated October 11, 1981, and concur in the deletion of the following phrase, which appears on lines two and three of paragraph five of my note of June 14, 1981,

"(and members of their families forming part of their households)"

from the text of the Agreement on Economic and Technical Cooperation between the Government of the United States of America and the Government of the Somali Democratic Republic.

I AGREE, Excellency, that this reply, the text of my note of June 14, 1981, and your October 11, 1981, reply to that note constitute an agreement between our two governments.

Accept, Excellency, the renewed assurance of my highest consideration.

/s/ DONALD K. PETTERSON

His Excellency
MOHAMUD SAID MAHAMED,
Acting Minister of Foreign Affairs,
Mogadishu

Agreement on Economic and Technical Cooperation
Effected by Exchange of Notes;
Signed at Mogadishu June 14 and October 12 and 13, 1981;
Entered into force October 13, 1981.
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