

CULTURAL EXCHANGES, PROPERTY, AND COOPERATION

Peace Corps

**Agreement Between the
UNITED STATES OF AMERICA
and MONTENEGRO**

Signed at Podgorica May 6, 2019

Entered in force May 6, 2019



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.”

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF MONTENEGRO

CONCERNING THE PROGRAM OF THE PEACE CORPS
IN MONTENEGRO

The Government of the United States of America (hereinafter "the United States") and the Government of Montenegro,

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

ARTICLE II

1. The Government of Montenegro 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 Montenegro; and fully inform, consult, and cooperate with representatives of the United States with respect to all matters concerning them.
2. The Government of Montenegro 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 Montenegro; from all customs duties or other charges on their personal property introduced into Montenegro for their personal (non-commercial) use; and from all other taxes or other charges (including immigration/visa fees), except license fees. The Government of Montenegro shall issue residence permits and visas (including multiple-entry visas), without fee or other charges, 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 Montenegro 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 Montenegro 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 Montenegro 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 Montenegro. Notwithstanding the provisions of any other agreement, the Government of Montenegro shall exempt such persons, and members of their families forming part of their households, who are not citizens or permanent residents of Montenegro from all taxes on income derived from their Peace Corps work or other sources outside Montenegro, from all customs duties and other charges on their personal property introduced into Montenegro 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 to administrative and technical staff personnel of the diplomatic mission of the United States, except they shall not be accorded immunities.
2. The Government of Montenegro 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 Montenegro shall exempt from investment and deposit requirements and currency controls all funds introduced into Montenegro 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 Montenegro at the highest rate that is not unlawful in Montenegro.

ARTICLE VI

1. Appropriate representatives of the two governments may from time to time make such arrangements with respect to Volunteers and Peace Corps programs in Montenegro 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

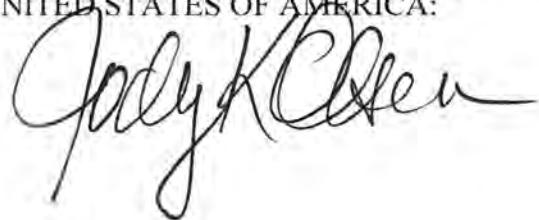
This agreement may be amended by mutual consent of the two governments. Any such amendment shall be in writing.

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.

Done at Podgorica, on May 6, 2019, in duplicate in the English and Montenegrin languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF
MONTENEGRO:



SPORAZUM
IZMEĐU
VLADE SJEDINJENIH AMERIČKIH DRŽAVA
I
VLADE CRNE GORE
U VEZI SA PROGRAMOM *PEACE CORPS*
U CRNOJ GORI

Vlada Sjedinjenih Američkih Država i Vlada Crne Gore (u daljem tekstu "Sjedinjene Države"),

Prepoznajući značaj razvoja uzajamno korisnih odnosa i saradnje između ove dvije zemlje,

Sporazumijele su se kako slijedi:

ČLAN I

1. Vlada Sjedinjenih Država će obezbijediti volontere programa *Peace Corps* (u daljem tekstu "Volontere"), u skladu sa zahtjevom Vlade Crne Gore i uz odobrenje Sjedinjenih Država, da obavljaju zajednički utvrđene zadatke na teritoriji Crne Gore.
2. Volonteri će raditi pod neposrednim nadzorom vladinih i privatnih organizacija u Crnoj Gori koje budu odredile ove dvije vlade.
3. Vlada Sjedinjenih Država će obezbijediti obuku za Volontere kako bi svoje zadatke obavljali na najefektivniji način.
4. Vlada Crna Gora će snositi dio troškova programa *Peace Corps* nastalih u Crnoj Gori na način kako se ove dvije vlade dogovore.

ČLAN II

1. Vlada Crne Gore će obezbijediti nepristrasan tretman Volontera i lica koje rade pod ugovorom za *Peace Corps*, kao i njihovih izdržavanih lica i imovine; pružiti njima i njihovoj imovini punu pomoć i zaštitu, kao i tretman koji neće biti manje povoljan od opšteg tretmana obezbijedenog državljanima Sjedinjenih Država koji borave u Crnoj Gori; i u potpunosti obavještavati, konsultovati i saradivati sa predstavnicima Sjedinjenih Država u pogledu svih pitanja u vezi sa njima.
2. Vlada Crna Gora će osloboditi Volontere od plaćanja svih poreza na uplate koje dobijaju za nadoknadu troškova života, na prihod koji proističe iz njihovog rada u okviru programa *Peace Corps*, kao i na prihod iz drugih izvora stečenih van Crne Gore; od svih carinskih dažbina ili drugih plaćanja na njihovu ličnu imovinu unijetu u Crnu Goru za njihovu ličnu (nekomercijalnu) upotrebu; kao i od svih drugih poreza ili troškova (uključujući i taksu za izdavanje imigracione vize), osim naknada za izdavanje dozvola. Vlada Crna Gora će Volonterima izdati boravišne dozvole i vize (uključujući i vize za više ulazaka) bez naplate naknade ili drugih troškova.

ČLAN III

1. Vlada Sjedinjenih Država će obezbijediti Volonterima, Predstavniku *Peace Corps*, kao i zaposlenima u kancelariji Predstavnika onoliko opreme i materijala koliko dvije vlade budu smatrane neophodnim za efektivan rad Volontera na njihovim zadacima.
2. Vlada Crne Gore će izuzeti od plaćanja svih poreza (uključujući i porez na dodatu vrijednost), carinskih dažbina, i drugih troškova na svu opremu, materijale, i drugu robu i usluge koje su unijete u Crnu Goru ili stečene u Crnoj Gori od strane Vlade Sjedinjenih Država, ili bilo kojeg ugovarača kojeg ona finansira, za potrebe koje su predmet ovog sporazuma.

ČLAN IV

1. Da bi omogućila Vladu Sjedinjenih Država da obavlja svoje obaveze iz ovog sporazuma, Vlada Crne Gore će prihvati Predstavnika *Peace Corps* i osoblje kancelarije Predstavnika (uključujući zaposlene i lica koja vrše funkcije po ugovoru sa *Peace Corps* na način utvrđen od strane Predstavnika *Peace Corps*), i članove njihovih porodica koji su dio njihovih domaćinstava, na način prihvatljiv za Vladu Crne Gore. Bez obzira na odredbe bilo kojeg drugog sporazuma, Vlada Crne Gore će oslobođiti ta lica, i članove njihovih porodica koji su dio njihovih domaćinstava, a koji nisu državljeni Crne Gore ili nemaju trajno boravište u Crnoj Gori, od plaćanja svih poreza na prihod koji proističe iz njihovog rada za *Peace Corps* ili drugih prihoda stečenih van Crne Gore, od plaćanja svih carinskih dažbina i drugih troškova na njihovu ličnu imovinu koja se unosi u Crnu Goru za lične potrebe, kao i od svih poreza ili drugih troškova (uključujući i naknadu za izdavanje vize), osim naknade za izdavanje dozvola. Pored toga, takvim licima, i članovima njihovih porodica koji su dio njihovog domaćinstva, dodjeljuje se isti status kao i onaj koji je dodijeljen administrativnom i tehničkom osoblju diplomatskog predstavništva Sjedinjenih Država, osim što im se ne dodjeljuje imunitet.
2. Vlada Crne Gore dužna je da izda boravišne dozvole i vize (uključujući i vize za više ulazaka) bez naplate naknade ili drugih troškova, Predstavniku *Peace Corps*, osoblju, i pojedincima koji obavljaju funkcije proistekle iz ovog sporazuma, kao i članovima njihovih porodica koji su dio njihovih domaćinstava.

ČLAN V

Vlada Crne Gore će oslobođiti od zahtjeva za ulaganje, deponovanje i kontrolu valute sva sredstva koja se unose u Crnu Goru za korišćenje u skladu sa ovim sporazumom od strane Vlade Sjedinjenih Država ili ugovarača kojeg ona finansira. Ta sredstva će se moći konvertovati u valutu koja je u upotrebi u Crnoj Gori po najvišem kursu koji nije nezakonit u Crnoj Gori.

ČLAN VI

1. Odgovarajući predstavnici ove dvije vlade mogu povremeno napraviti dogovore koji se odnose na Volontere i program *Peace Corps* u Crnoj Gori ukoliko je to potrebno i poželjno u svrhu primjene ovog sporazuma.
2. Svaki spor koji proistekne iz ovog sporazuma ove dvije vlade će prijateljski rješavati.

ČLAN VII

Ispunjenoj obaveza utvrđenih ovim sporazumom zavisiće od dostupnosti sredstava.

ČLAN VIII

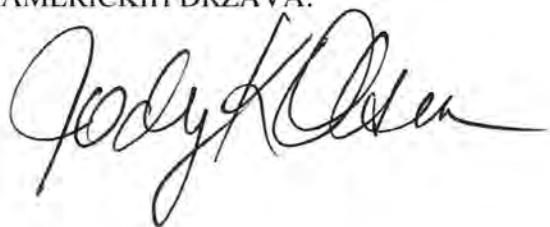
Ovaj sporazum se može mijenjati uz obostranu saglasnost ove dvije vlade. Svaka takva izmjena i dopuna će biti u pisanom obliku.

ČLAN IX

Ovaj sporazum stupa na snagu danom potpisivanja i ostaje na snazi devedest dana nakon isteka datuma pisanog obavještenja koje bilo koja od vlada uputi drugoj o namjeri da ovaj sporazum raskine.

Sačinjeno u Podgorici, dana 6. maja 2019. god. na engleskom i crnogorskom jeziku, pri čemu je svaki tekst jednako vjerodostojan.

U IME VLADE SJEDINJENIH
AMERIČKIH DRŽAVA:



U IME VLADE CRNE GORE:

