

No. 4203

**UNITED STATES OF AMERICA
and
MOROCCO**

**Exchange of notes constituting an agreement relating to
economic, technical and related assistance. Rabat,
2 April 1957**

Official texts: English and French.

Registered by the United States of America on 17 March 1958.

**ÉTATS-UNIS D'AMÉRIQUE
et
MAROC**

**Échange de notes constituant un accord relatif à une aide
dans les domaines économique et technique et dans
des domaines connexes. Rabat, 2 avril 1957**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 17 mars 1958.

No. 4203. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND MOROCCO RELATING TO ECONOMIC, TECHNICAL AND RELATED ASSISTANCE. RABAT, 2 APRIL 1957

N° 4203. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE MAROC RELATIF À UNE AIDE DANS LES DOMAINES ÉCONOMIQUE ET TECHNIQUE ET DANS DES DOMAINES CONNEXES. RABAT, 2 AVRIL 1957

The American Ambassador to the Moroccan Minister of Foreign Affairs

L'Ambassadeur des États-Unis d'Amérique au Ministre des affaires étrangères du Maroc

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA
AMERICAN EMBASSY

N° 195

Rabat, April 2, 1957

Excellency :

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America, recognizing the independence and sovereignty of the Kingdom of Morocco, will be prepared to furnish to the Government of the Kingdom of Morocco economic, technical and related assistance in accordance with the understandings set forth below :

1. The Government of the United States will furnish such economic, technical and related assistance hereunder as may be requested by representatives duly designated by the Government of the Kingdom of Morocco and approved by representatives designated by the Government of the United States to administer its responsibilities under this Agreement. The furnishing of such assistance shall be subject to applicable United States laws and regulations and arrangements agreed upon between the abovementioned representatives.

2. The Government of the Kingdom of Morocco will make the full contribution permitted by its manpower, resources and facilities in furtherance of the purposes for which such assistance is made available ; will take appropriate steps to assure the effective use of such assistance ; will cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms.

The two Governments, on the demand of either, will consult on all subjects relative to the application of this Agreement and on operations in execution of the present Agreement. The Government of the Kingdom of Morocco will furnish information concerning

¹ Came into force on 2 April 1957 by the exchange of the said notes.

¹ Entré en vigueur le 2 avril 1957 par l'échange desdites notes.

programs and operations hereunder including statements concerning the use made of assistance received under this Agreement and all other relevant information which the Government of the United States may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated.

Designated representatives of each Government, in a spirit of close mutual collaboration and cooperation, will be afforded every opportunity to observe and review the assistance furnished under this Agreement, including the utilization of such assistance.

The Government of the Kingdom of Morocco will give to the people of Morocco full publicity concerning programs carried out as a result of this Agreement.

With respect to cooperative technical assistance programs hereunder, the Government of the Kingdom of Morocco will also 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 Morocco; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Kingdom of Morocco from the import or sale of such commodities or services, the Government of the Kingdom of Morocco, except as may otherwise be mutually agreed by the representatives referred to in paragraph 1, will establish in its own name a Special Account in the State Bank of Morocco, will deposit in such Special Account the amount of local currency equivalent to such proceeds and, upon notification from time to time by the Government of the United States of its local currency requirements, will make available to the Government of the United States, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of the Kingdom of Morocco may draw upon any remaining balances in the Special Account for such purposes beneficial to Morocco as may be agreed upon from time to time by the representatives referred to in paragraph 1. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Kingdom of Morocco shall be disposed of for such purposes as, subject to approval by Act or joint resolution of the Congress of the United States may be agreed upon by the representatives referred to in paragraph 1.

4. The Government of the Kingdom of Morocco agrees to receive persons designated by the Government of the United States and approved by the Government of the Kingdom of Morocco to assure the discharge of the responsibilities of the Government of the United States hereunder.

If the Government of the United States requests it, the Government of the Kingdom of Morocco will consider such persons as part of the diplomatic mission of the United States in Morocco, for the purpose of enjoying the privileges and immunities accorded to that mission.

It will give such persons its full cooperation including the furnishing of facilities necessary for the purpose of carrying out the provisions of this Agreement.

5. In order to assure to the people of Morocco the benefit of the assistance to be furnished hereunder:

(a) All taxes, duties, fees and other charges as well as charges to which investments and surety bonds are subject, relating to the importation into Morocco, the use, purchase and transfer in Morocco as well as the export or reexport, whichever is applicable, of all materials, equipment, supplies or funds provided on a grant basis by the Government of the United States or by any contractor financed by that Government for the purpose of any program or project to be undertaken or carried out pursuant to this Agreement, will be chargeable to the Government of the Kingdom of Morocco instead of the Government of the United States or any contractor financed by that Government so long as such materials, equipment, supplies or funds are used in connection with such a program or project.

(b) All personnel, except citizens and permanent residents of Morocco, whether employees of the Government of the United States or individuals and employees of public or private organizations under contract with the Government of the United States or its agencies, who are present in Morocco to perform work in connection herewith and whose entrance into the country has been approved by the Government of the Kingdom of Morocco shall be exempt from all taxes and from all levies under the laws of Morocco with respect to income on which they are legally obligated to pay such taxes to the Government of the United States.

Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into Morocco for their own use, as is accorded by the Government of the Kingdom of Morocco to diplomatic personnel of the American Embassy in Morocco.

6. All or any part of the program of assistance provided herein may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. However, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to requests made under paragraph 1. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of the Kingdom of Morocco, the present note and your reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply note and which shall remain in force until thirty days after receipt by either Government of written notification of the intention of the other to terminate it, it being understood, however, that the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to requests made under paragraph 1 hereof.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

Cavendish W. CANNON

His Excellency Ahmed Balafrej
Minister of Foreign Affairs for the Kingdom of Morocco
Rabat

[TRADUCTION — TRANSLATION]

SERVICE DIPLOMATIQUE DES ÉTATS-UNIS D'AMÉRIQUE
AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE

Rabat, le 2 avril 1957

N° 195

[Voir note II]

Cavendish W. CANNON

Son Excellence Monsieur Ahmed Balafrej
Ministre des affaires étrangères du Royaume du Maroc
Rabat

II

The Moroccan Minister of Foreign Affairs to the American Ambassador *Le Ministre des affaires étrangères du Maroc à l'Ambassadeur des États-Unis d'Amérique*

ROYAUME DU MAROC
MINISTÈRE DES AFFAIRES ÉTRANGÈRES
Le Ministre

Rabat, le 2 avril 1957

Le Ministre des Affaires Étrangères
à Monsieur l'Ambassadeur des États-Unis d'Amérique
Rabat

Excellence,

J'ai l'honneur d'accuser réception de votre note en date de ce jour, portant accord sur l'assistance économique et technique que le Gouvernement des États-Unis accorde au Maroc et qui stipule :

« Excellence,

« J'ai l'honneur de me référer aux entretiens qui ont eu lieu récemment entre les représentants de nos deux Gouvernements, et de vous faire savoir que le Gouvernement des États-Unis d'Amérique reconnaissant l'indépendance et la souveraineté du Royaume du Maroc, est prêt à fournir son aide au Gouvernement du Royaume du Maroc dans les domaines économique et technique, ainsi que dans tout domaine connexe, aux termes des dispositions indiquées ci-après :

dans le paragraphe 1. Toute cessation d'aide en application de la présente disposition peut inclure la cessation de livraisons, prévues dans le présent accord, de produits non encore livrés.

« J'ai l'honneur de proposer que, si ces dispositions sont considérées acceptables par le Gouvernement du Royaume du Maroc, la présente note et votre réponse éventuelle indiquant votre agrément constitueront entre nos deux Gouvernements un accord qui entrera en vigueur à la date de la réponse de Votre Excellence, et qui restera valable et continuera à s'appliquer jusqu'à l'expiration d'un délai de trente jours à compter de la date de réception par l'un des deux Gouvernements d'une notification écrite de la part de l'autre indiquant son intention d'y mettre fin ; étant entendu toutefois, que les dispositions du présent accord continueront à porter leurs pleins effets en ce qui concerne l'aide fournie ou à fournir jusqu'à l'expiration dudit délai, en vertu des demandes formulées aux termes des dispositions du paragraphe 1 de l'accord.

« Veuillez agréer, Excellence, l'assurance renouvelée de ma haute considération. »

J'ai l'honneur de confirmer à Votre Excellence l'accord du Gouvernement du Royaume du Maroc sur le contenu de la susdite note et saisis cette occasion pour renouveler à Votre Excellence, l'assurance de ma haute considération.

BALAFREJ

[TRANSLATION¹ — TRADUCTION²]

KINGDOM OF MOROCCO
THE MINISTRY OF FOREIGN AFFAIRS
The Minister

Rabat, April 2, 1957

The Minister of Foreign Affairs
to the Ambassador of the United States of America
Rabat

Excellency :

I have the honor to acknowledge the receipt of your note, dated today, approving the economic and technical assistance that the Government of the United States will grant Morocco and stipulating :

[See note I]

I have the honor to inform you that the contents of the foregoing note are acceptable to the Government of the Kingdom of Morocco and avail myself of this occasion to renew to Your Excellency the assurances of my high consideration.

BALAFREJ

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.