

No. 5671

**UNITED STATES OF AMERICA
and
GUINEA**

**Exchange of notes constituting an agreement relating to
economic, technical, and related assistance. Conakry,
30 September 1960**

Official texts : English and French.

Registered by the United States of America on 14 April 1961.

**ÉTATS-UNIS D'AMÉRIQUE
et
GUINÉE**

**Échange de notes constituant un accord relatif à une aide
dans les domaines économique et technique ainsi que
dans les domaines connexes. Conakry, 30 septembre 1960**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 14 avril 1961.

No. 5671. EXCHANGE OF NOTES
CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES
OF AMERICA AND GUINEA RE-
LATING TO ECONOMIC, TECHNIC-
AL, AND RELATED ASSISTANCE.
CONAKRY, 30 SEPTEMBER 1960

N° 5671. ÉCHANGE DE NOTES
CONSTITUANT UN ACCORD¹ EN-
TRE LES ÉTATS-UNIS D'AMÉRI-
QUE ET LA GUINÉE RELATIF À
UNE AIDE DANS LES DOMAINES
ÉCONOMIQUE ET TECHNIQUE
AINSI QUE DANS LES DOMAINES
CONNEXES. CONAKRY, 30 SEP-
TEMBRE 1960

I

*The American Ambassador to the Guinean
Minister of Foreign Affairs*

*L'Ambassadeur des États-Unis d'Améri-
que au Ministre des affaires étrangères
de Guinée*

EMBASSY OF THE UNITED STATES OF AMERICA
CONAKRY

September 30, 1960

No. 36

Excellency :

Having regard to the desire of our two Governments that international understanding and good will be promoted and that world peace be maintained in accordance with the Charter of the United Nations, and having regard also to the basic identity of interest which exists between the people of the United States of America and the people of the Republic of Guinea and the desire of both Governments for further strengthening of the ties of friendship between their peoples by measures discussed in the course of our recent conversations, I now have the honor to advise you that the Government of the United States of America, in furtherance of the mutual objectives of our two Governments, will be prepared to furnish to the Government of the Republic of Guinea economic, technical and related assistance in accordance with the understandings set forth below.

1. The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of the Republic of Guinea, and

¹ Came into force on 30 September 1960 by the exchange of the said notes.

¹ Entré en vigueur le 30 septembre 1960 par l'échange desdites notes.

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 and approved by other representatives designated by the Government of the United States of America and the Government of the Republic of Guinea. 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 Republic of Guinea will make the full contribution permitted by its manpower, resources, facilities and general economic condition 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 restriction, permit continuous observation and review by United States representatives of programs and operations hereunder and records pertaining thereto ; will provide the Government of the United States of America with all necessary 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 ; and will give to the people of the Republic of Guinea full publicity concerning programs and operations hereunder.

It is understood that the Government of the Republic of Guinea, in conformity with its principal sovereign responsibility in the economic development of Guinea, will assume a significant portion of the cost of this joint program determined by agreement between the two Governments and the aid envisaged by the Government of the United States of America will be used to supplement rather than replace costs assumed by the Government of the Republic of Guinea.

With respect to cooperative technical assistance programs hereunder, the Government of the Republic of Guinea will also bear a fair share of the costs thereof, to be determined by agreement between the representatives referred to in paragraph 1 ; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in the Republic of Guinea ; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. Should it be subsequently determined by the Government of the United States of America to provide commodities or services on a grant basis for sale in Guinea, the Government of the Republic of Guinea, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a special account in the Bank of the Republic of Guinea (BRG), and will deposit to this account, upon receipt, the local currency accruing to it from the sale of such commodities or services or otherwise accruing to it as a result of the import of such commodities or services. Such account shall be drawn upon to cover local currency requirements of the Government of the United States of America for administrative and operating expenditures incident to the furnishing of assistance under this agreement. The Government of the United States of America will from time to time notify the Government of the Republic of Guinea of such local currency requirements and the Government

of the Republic of Guinea will thereupon make such sums available from the special account in the manner requested by the Government of the United States of America in the notification. Subject to the foregoing requirements, the special account may be drawn upon for such local currency costs of program operations under this agreement as may be agreed from time to time by the two Governments. Any balances in the fund not used for the foregoing purposes shall be disposed of only as may be agreed between the two Governments.

4. The Government of the Republic of Guinea will receive a special mission, and its personnel, which will discharge the responsibilities of the Government of the United States of America hereunder, and will give full cooperation to the special mission, and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof. The size and composition of this mission will be determined by the Government of the United States of America in agreement with the Government of the Republic of Guinea.

5. In order to assure the maximum benefits to the people of the Republic of Guinea from the assistance to be furnished hereunder ;

- (a) Any supplies, materials, equipment or funds introduced into or acquired in the Republic of Guinea 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 or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in the Republic of Guinea, and 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 any other taxes or similar charges in the Republic of Guinea.
- (b) Funds introduced into the Republic of Guinea for purposes hereof shall be convertible into currency of the Republic of Guinea 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 Republic of Guinea.

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 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.

I have the honour to propose that, if these understandings are acceptable to the Government of the Republic of Guinea, the present note and Your Excellency's 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 the receipt by either Government of written notification of the intention of the other to terminate it, it being under-

stood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

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

John H. MORROW

His Excellency Sékou Touré
Minister of Foreign Affairs of the Republic of Guinea
Conakry

[TRADUCTION — TRANSLATION]

AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE
CONAKRY

Le 30 septembre 1960

N° 36

Monsieur le Ministre,

[*Voir note II*]

Veuillez agréer, etc.

John H. MORROW

Son Excellence Monsieur Sékou Touré
Ministre des affaires étrangères de la République de Guinée
Conakry

II

The Guinean Minister of the Plan to the American Ambassador *Le Ministre du Plan de la République de Guinée à l'Ambassadeur des États-Unis d'Amérique*

RÉPUBLIQUE DE GUINÉE

Conakry, le 30 septembre 1960

Excellence,

Au nom de Monsieur le Président de la République de Guinée, j'ai l'honneur d'accuser réception de votre lettre en date de ce jour ainsi libellée :

« Excellence,

« Considérant le désir de nos deux Gouvernements de favoriser la compréhension et la bonne volonté internationales et de maintenir la paix du monde selon la Charte des Nations-Unies et eu égard en outre à l'identité fondamentale d'intérêt qui existe entre le peuple des États-Unis d'Amérique et le peuple de la République de Guinée et au désir des deux Gouvernements de raffermir les liens d'amitié qui unissent leurs deux peuples par les mesures qui ont fait l'objet de nos récents entretiens, j'ai l'honneur de vous faire savoir que le Gouvernement des États-Unis d'Amérique, aux fins de poursuivre les objectifs communs à nos deux Gouvernements, est prêt à fournir son aide au Gouvernement de la République de Guinée dans les domaines économiques, ainsi que dans les domaines connexes, conformément aux dispositions indiquées ci-après :

♦ 1. Le Gouvernement des États-Unis fournira, dans les domaines économique et technique, ainsi que dans tout domaine connexe l'aide qui pourrait lui être demandée par les représentants de l'organisme ou des organismes appropriés du Gouvernement de la République de Guinée et approuvée par les représentants de l'organisme désigné par le Gouvernement des États-Unis afin d'assumer les responsabilités qui découleront pour lui du présent accord. L'aide pourrait également être demandée et approuvée par d'autres représentants désignés par le Gouvernement des États-Unis d'Amérique et par le Gouvernement de la République de Guinée. Les lois et règlements régissant la fourniture de cette aide et en vigueur aux États-Unis, seront appliqués. Ladite aide sera fournie conformément aux arrangements convenus entre les représentants mentionnés ci-dessus.

♦ 2. Le Gouvernement de la République de Guinée contribuera dans toute la mesure permise par sa main-d'œuvre, ses ressources, services, installations et par l'état général de son économie, à la réalisation des objectifs motivant la fourniture de ladite aide ; prendra toutes les mesures nécessaires pour assurer l'utilisation efficace de l'aide fournie ; coopérera avec le Gouvernement des États-Unis pour que les achats soient effectués à des prix et à des conditions raisonnables ; permettra

J'ai l'honneur de vous donner l'accord total de Monsieur le Président de la République de Guinée sur le contenu de cette lettre.

Veillez agréer, Excellence, les assurances de ma très haute considération.

Ministre du Plan
Keita N'FAMARA

Son Excellence John H. Morrow
Ambassadeur des États-Unis d'Amérique en Guinée
Conakry

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF GUINEA

Conakry, September 30, 1960

Excellency :

In the name of the President of the Republic of Guinea, I have the honor to acknowledge receipt of your note of this date, which reads as follows :

[See note I]

I have the honor to signify the full agreement of the President of the Republic of Guinea to the contents of this note.

Accept, Excellency, the assurances of my very high consideration.

Keita N'FAMARA
Minister of the Plan

His Excellency John H. Morrow
Ambassador of the United States of America in Guinea
Conakry

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

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