

No. 5760

**UNITED STATES OF AMERICA
and
TOGO**

**Exchange of notes constituting an agreement relating to
economic assistance. Lomé, 22 December 1960**

Official texts : English and French.

Registered by the United States of America on 17 July 1961.

**ÉTATS-UNIS D'AMÉRIQUE
et
TOGO**

**Échange de notes constituant un accord d'assistance éco-
nomique. Lomé, 22 décembre 1960**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 17 juillet 1961.

No. 5760. EXCHANGE OF NOTES
CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES
OF AMERICA AND TOGO RE-
LATING TO ECONOMIC ASSIST-
ANCE. LOMÉ, 22 DECEMBER 1960

N° 5760. ÉCHANGE DE NOTES CONS-
TITUANT UN ACCORD D'ASSIS-
TANCE ÉCONOMIQUE¹ ENTRE
LES ÉTATS-UNIS D'AMÉRIQUE
ET LE TOGO. LOMÉ, 22 DÉCEM-
BRE 1960

I

*The American Ambassador to the Togolese
Prime Minister*

*L'Ambassadeur des États-Unis d'Amé-
rique au Premier Ministre de la Répu-
blique togolaise*

No. 53

Lomé, December 22, 1960

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 will be prepared to furnish to the Government of the Togolese Republic 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 Togolese 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 and approved by other representatives designated by the Government of the United States of America and the Government of the Togolese 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 Togolese Republic 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 co-operate 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

¹ Came into force on 22 December 1960 by the exchange of the said notes.

¹ Entré en vigueur le 22 décembre 1960 par l'échange desdites notes.

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; and will give to the people of the Togolese Republic full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the Togolese Republic will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full co-ordination and integration of technical cooperation programs being carried on in the Togolese Republic 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 Togolese Republic from the import or sale of such commodities or services, the Government of the Togolese Republic, 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 Central Bank of the States of West Africa; will deposit promptly 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 America of its local currency requirements, will make available to the Government of the United States of America, 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, but not to exceed ten (10) percent of the total amount deposited in the Special Account. The Government of the Togolese Republic may draw upon any remaining balances in the Special Account for such purposes beneficial to the Togolese Republic as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Togolese Republic shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of the Togolese Republic will receive a special mission and its personnel, which will discharge the responsibilities of the Government of the United States of America hereunder; upon appropriate notification by the Government of the United States of America will consider this special mission and its personnel as part of the diplomatic mission and its personnel of comparable rank; 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.

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

(a) Any supplies, materials, equipment or funds introduced into or acquired in the Togolese Republic 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 and investment or deposit requirements in the Republic of Togo, 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 Togolese Republic.

(b) All personnel, except citizens and permanent residents of the Togolese Republic, whether employees of the Government of the United States of America or its agencies or individuals under contract with, or employees of public or private organizations under contract with the Government of the United States of America or the Government of the Togolese Republic or any agencies of either the Government of the United States of America or the Government of the Togolese Republic who are present in the Togolese Republic to perform work in connection herewith and whose entrance into the country has been approved by the Government of the Togolese Republic, shall be exempt from income and social security taxes levied under the laws of the Togolese Republic with respect to income upon which they are obligated to pay income or social security taxes to any other Government and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. 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 the Togolese Republic for their own use, and with respect to other duties and fees, as is accorded by the Government of the Togolese Republic to diplomatic personnel of the Embassy of the United States of America in the Togolese Republic.

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

6. The Government of the United States of America and the Government of the Togolese Republic will establish procedures whereby the Government of the Togolese Republic will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder 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 Togolese 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 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 honor to propose that, if these understandings are acceptable to the Government of the Togolese 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 22 December, 1960 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.

Leland BARROWS

His Excellency Sylvanus E. Olympio
Prime Minister of the Togolese Republic
Lomé

[TRADUCTION — TRANSLATION]

N° 53

Lomé, le 22 décembre 1960

Monsieur le Premier Ministre,

[*Voir note II*]

Leland BARROWS

Son Excellence Monsieur Sylvanus E. Olympio
Premier Ministre de la République togolaise
Lomé

II

The Togolese Prime Minister to the American Ambassador

Le Premier Ministre de la République togolaise à l'Ambassadeur des États-Unis d'Amérique

RÉPUBLIQUE DU TOGO

UNION — ORDRE — TRAVAIL

Cabinet du Premier Ministre

N° 2518/CAB/PM

Lomé, le 22 décembre 1960

Excellence,

J'ai l'honneur d'accuser réception de votre lettre datée de ce jour et dont la teneur, traduite en français, suit:

« 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 est prêt à fournir son aide au Gouvernement de

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF TOGO

UNION—ORDER—WORK

Office of the Prime Minister

No. 2518/CAB/PM

Lomé, December 22, 1960

Excellency:

I have the honor to acknowledge the receipt of your letter of today's date, the French translation of which reads as follows:

[*See note I*]

In the name of the Government of the Republic of Togo, I have the honor to consent to the provisions contained in the above letter. Your letter and my reply constitute an agreement in good and due form between our two Governments, it being understood that the English text is authentic for the Government of the United States of America and the foregoing French text is authentic for the Government of the Republic of Togo.

Please accept, Excellency, the assurances of my high consideration.

S. E. OLYMPIO

His Excellency Leland Barrows
Ambassador of the United States to Togo
Lomé

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

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