

No. 5832

**UNITED STATES OF AMERICA
and
MALI**

**Exchange of notes constituting an agreement relating to
economic and technical assistance. Bamako, 4 Jan-
uary 1961**

Official texts: English and French.

Registered by the United States of America on 23 August 1961.

**ÉTATS-UNIS D'AMÉRIQUE
et
MALI**

**Échange de notes constituant un accord d'assistance éco-
nomique et technique. Bamako, 4 janvier 1961**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 23 août 1961.

No. 5832. EXCHANGE OF NOTES
CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES
OF AMERICA AND MALI RELAT-
ING TO ECONOMIC AND TECH-
NICAL ASSISTANCE. BAMAKO,
4 JANUARY 1961

N° 5832. ÉCHANGE DE NOTES
CONSTITUANT UN ACCORD¹
D'ASSISTANCE ÉCONOMIQUE ET
TECHNIQUE ENTRE LES ÉTATS-
UNIS D'AMÉRIQUE ET LE MALI.
BAMAKO, 4 JANVIER 1961

I

*The American Chargé d'Affaires ad inter-
im to the President of Mali*

*Le Chargé d'affaires par intérim des
États-Unis d'Amérique au Président du
Mali*

EMBASSY OF THE UNITED STATES OF AMERICA

Bamako, January 4, 1961

No. 7

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 Republic of Mali 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 Mali 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 Republic of Mali. 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 Mali will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which economic 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

¹ Came into force on 4 January 1961 by the exchange of the said notes.

¹ Entré en vigueur le 4 janvier 1961 par l'échange desdites notes.

on reasonable terms ; will permit United States representatives to follow and observe programs and operations hereunder, and records pertaining thereto ; will provide the Government of the United States of America 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 Republic of Mali full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the Republic of Mali 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 the Republic of Mali ; and will place at the disposition of other nations participating in such programs all knowledge acquired as a result of the execution of such programs.

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 Republic of Mali from the import or sale of such commodities or services, the Government of the Republic of Mali, 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 Banque Populaire du Mali in which shall be deposited as such proceeds accrue the amount of local currency equivalent to such proceeds. Upon request of the Government of the United States of America concerning its local currency requirements, the Government of the Republic of Mali will make available to the Government of the United States of America, in the manner requested by that Government, the amounts necessary for the execution of programs hereunder, which amounts shall not exceed five per centum of the total of the amounts deposited. The Government of the Republic of Mali may draw upon any remaining balances in the Special Account for such purposes beneficial to the Republic of Mali 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 Republic of Mali 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 Republic of Mali agrees that economic and technical experts necessary to discharge the responsibilities of the Government of the United States of America hereunder may be attached to the Embassy of the Government of the United States of America. It will give full cooperation to the economic and technical experts, 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 Republic of Mali from the assistance to be furnished hereunder :

(a) Materials, equipment, and funds introduced into Mali by the Government of the United States of America or any agency financed by that Government for purposes of an agreed project undertaken hereunder shall be exempt from customs duties and all local taxes of any kind. In consequence, the importation and re-exportation of such materials, equipment, and funds are exempt from all taxes and customs charges. However, such materials and equipment may not be sold nor disposed of locally with-

out special authorization from the customs service, which on such occasion will collect the applicable duties and taxes.

- (b) All personnel, except citizens and permanent residents of the Republic of Mali, 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 Republic of Mali, or any agencies of either the Government of the United States of America or the Government of the Republic of Mali who are present in the Republic of Mali to perform work in connection herewith and whose entrance into the country has been approved by the Government of the Republic of Mali, shall not be subjected to double taxation with respect to income and social security taxes.
- (c) Funds introduced into the Republic of Mali for purposes of furnishing assistance hereunder shall be convertible into local currency 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 Mali.

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. If, while this agreement is in force, either of the parties shall consider it necessary to amend the agreement, either for the reason that a program is agreed upon which requires greater numbers of personnel than that presently envisaged, or for other reasons, it may notify the other party in writing and the two parties shall consult with a view to agreeing upon such amendment.

I have the honor to propose that, if these understandings are acceptable to the Government of the Republic of Mali, the present note and Your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall be deemed to enter into force on the date of your reply note, and which shall remain in force until thirty days after the receipt of either Government of written notification of the intention of the other to terminate it, it being understood, 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 high consideration.

John D. LEONARD
Chargé d'Affaires ad interim

Enclosure :
French Translation of Note No. 7¹

His Excellency Modibo Keita
President of the Council of Government
and Minister for Foreign Affairs
Bamako

¹ Not printed by the Department of State of the United States of America.

J'ai l'honneur de confirmer à Votre Excellence l'accord du Gouvernement de la République du Mali sur ces propositions. Conformément aux stipulations de votre note, ma présente réponse ainsi que votre note constitueront entre nos deux Gouvernements, un Accord qui sera considéré comme prenant effet à la date de ce jour.

Je saisis l'occasion pour renouveler à Votre Excellence, les assurances de ma haute considération.

Pour le Président :
Le Vice-Président du Gouvernement
de la République du Mali,
Jean-Marie KONE

Son Excellence Monsieur John D. Leonard
Chargé d'Affaires a.i. des États-Unis d'Amérique
à Bamako

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF MALI
The President of the Government
Minister of Foreign Affairs

Bamako, January 4, 1961

No. 10/Af.E

Excellency :

In note No. 7, dated January 4, 1961, Your Excellency was good enough to inform me as follows :

[See note I]

I have the honor to confirm to Your Excellency the acceptance of these proposals by the Government of the Republic of Mali. As stipulated in your note, my present reply and your note shall constitute an Agreement between our two Governments which shall be deemed to enter into force on today's date.

I avail myself of the occasion to renew to Your Excellency the assurances of my high consideration.

For the President :
Jean-Marie KONE
Vice President of the Government
of the Republic of Mali

His Excellency John D. Leonard
Chargé d'Affaires ad interim
of the United States of America
Bamako

¹ Translation by the Government of the United States of America

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