

No. 5885

UNITED STATES OF AMERICA
and
SIERRA LEONE

**General Agreement for a program of economic, technical
and related assistance. Signed at Freetown, on 5 May
1961**

Official text: English.

Registered by the United States of America on 29 September 1961.

ÉTATS-UNIS D'AMÉRIQUE
et
SIERRA LEONE

**Accord général relatif à un programme d'assistance dans
les domaines économique et technique ainsi que dans
les domaines connexes. Signé à Freetown, le 5 mai 1961**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 29 septembre 1961.

No. 5885. GENERAL AGREEMENT¹ FOR A PROGRAM OF ECONOMIC, TECHNICAL AND RELATED ASSISTANCE BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF SIERRA LEONE. SIGNED AT FREETOWN, ON 5 MAY 1961

The Government of the United States of America and the Government of Sierra Leone have agreed as follows :

Article I

COOPERATION AND ASSISTANCE

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 Sierra Leone, 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 Sierra Leone. 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.

Article II

INFORMATION AND PUBLICITY

The Government of Sierra Leone 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 full and complete information concerning such programs and

¹ Came into force on 5 May 1961, upon signature, in accordance with article VI.

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 Sierra Leone full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of Sierra Leone 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 Sierra Leone ; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

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 Sierra Leone from the import or sale of such commodities or services, the Government of Sierra Leone, except as may otherwise be mutually agreed upon by the representatives referred to in Article I hereof, will establish in its own name a Special Account in the Barclays Bank ; 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. The Government of Sierra Leone may draw upon any remaining balances in the Special Account for such purposes beneficial to Sierra Leone as may be agreed upon from time to time by the representatives referred to in Article I hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of Sierra Leone shall be disposed of for such purposes as may be agreed upon by the representatives referred to in Article I hereof.

Article III

MISSION—RIGHTS AND EXEMPTIONS

The Government of Sierra Leone 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 of the United States of America in Sierra Leone for the purpose of enjoying the privileges and immunities accorded to that 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.

Article IV

ADMINISTRATION OF THE PROGRAM

In order to assure the maximum benefits to the people of Sierra Leone from the assistance to be furnished hereunder :

- (a) Any supplies, materials, equipment or funds introduced into or acquired in Sierra Leone 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 Sierra Leone, 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 Sierra Leone.
- (b) All personnel, except citizens and permanent residents of Sierra Leone, 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 Sierra Leone, or any agencies of either the Government of the United States of America or the Government of Sierra Leone who are present in Sierra Leone to exclusively perform work in connection herewith and whose entrance into the country has been approved by the Government of Sierra Leone, shall be exempt from income and social security taxes levied under the laws of Sierra Leone 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 Sierra Leone for their own use, and with respect to other duties and fees, as is accorded by the Government of Sierra Leone to diplomatic personnel of the Embassy of the United States of America in Sierra Leone.
- (c) Funds introduced into Sierra Leone for purposes of furnishing assistance hereunder shall be convertible into currency of Sierra Leone 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 Sierra Leone.

Article V

GUARANTEES

The Government of the United States of America and the Government of Sierra Leone will establish procedures whereby the Government of Sierra Leone 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 Sierra Leone 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.

Article VI

ENTRY INTO FORCE, AMENDMENT AND DURATION

All or any part of the program of assistance provided herein may, except as may otherwise be provided in arrangements agreed upon pursuant to Article I 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.

The two Governments shall upon request of either of them, consult regarding any matter relating to the application or amendment of this agreement.

The Agreement between our two Governments which shall have entered into force on the date on which it is signed, 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 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.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed the present Agreement.

DONE at Freetown, in duplicate, this fifth day of May, 1961.

For the Government of the United States of America :

H. REINER

Chargé d'Affaires ad interim

For the Government of Sierra Leone :

John KAREFA-SMART

Minister of External Affairs

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