

No. 5889

**UNITED STATES OF AMERICA
and
IVORY COAST**

**Exchange of notes constituting an agreement relating to
economic, technical, and related assistance. Abidjan,
17 May 1961**

Official texts: English and French.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
CÔTE-D'IVOIRE**

**Échange de notes constituant un accord relatif à une aide
dans les domaines économique et technique ainsi que
dans les domaines connexes. Abidjan, 17 mai 1961**

Textes officiels anglais et français.

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

No. 5889. EXCHANGE OF NOTES
CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED
STATES OF AMERICA AND THE
IVORY COAST RELATING TO E-
CONOMIC, TECHNICAL, AND RE-
LATED ASSISTANCE. ABIDJAN,
17 MAY 1961

N° 5889. ÉCHANGE DE NOTES
CONSTITUANT UN ACCORD¹
ENTRE LES ÉTATS-UNIS D'AMÉ-
RIQUE ET LA CÔTE-D'IVOIRE
RELATIF À UNE AIDE DANS LES
DOMAINES ÉCONOMIQUE ET
TECHNIQUE AINSI QUE DANS
LES DOMAINES CONNEXES.
ABIDJAN, 17 MAI 1961

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*The American Ambassador to the Presi-
dent of the Ivory Coast*

*L'Ambassadeur des États-Unis d'Amé-
rique au Président de la République de
la Côte-d'Ivoire*

EMBASSY OF THE UNITED STATES OF AMERICA

Abidjan, May 17, 1961

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 Ivory Coast 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 Ivory Coast 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 Ivory Coast. 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 Ivory Coast 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

¹ Came into force on 17 May 1961 by the exchange of the said notes.

¹ Entré en vigueur le 17 mai 1961 par l'échange desdites notes.

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 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 Ivory Coast full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the Ivory Coast 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 Ivory Coast ; 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 Ivory Coast from the import or sale of such commodities or services, the Government of the Ivory Coast, 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 Centrale des États de l'Afrique de l'Ouest (Central Bank of West African States) ; 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 the Ivory Coast may draw upon any remaining balances in the Special Account for such purposes beneficial to the Ivory Coast 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 Ivory Coast 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 Ivory Coast 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 the Ivory Coast 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.

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

- (a) Any supplies, materials, equipment or funds introduced into or acquired in the Ivory Coast 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 Ivory Coast, 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 Ivory Coast.

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

6. The Government of the United States of America and the Government of the Ivory Coast will establish procedures whereby the Government of the Ivory Coast 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 Ivory Coast 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 Ivory Coast, 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 May 17, 1961, 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 highest consideration.

R. Borden REAMS

His Excellency Félix Houphouët-Boigny
President of the Republic of Ivory Coast
Abidjan

[TRADUCTION — TRANSLATION]

AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE

Abidjan, le 17 mai 1961

Monsieur l'Ambassadeur,

[Voir note II]

Agréez, etc.

R. Borden REAMS

Son Excellence Monsieur Houphouët-Boigny
Président de la République de la Côte-d'Ivoire
Abidjan

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF IVORY COAST
OFFICE OF THE PRESIDENT
The President

Abidjan, May 17, 1961

The President of the Republic
of the Ivory Coast
to the Ambassador of the United States
of America
Abidjan

Excellency :

I have the honor to acknowledge receipt of your note of today's date providing for agreement on economic and technical assistance granted to the Ivory Coast by the Government of the United States, which reads as follows :

[*See note I*]

I have the honor to confirm to Your Excellency the agreement of the Government of the Ivory Coast to the contents of the above-mentioned note and avail myself of this occasion to renew to Your Excellency the assurance of my high consideration.

Félix HOUPHOUËT-BOIGNY

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

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