

No. 5905

**UNITED STATES OF AMERICA
and
NIGER**

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

Official texts: English and French.

Registered by the United States of America on 10 October 1961.

**ÉTATS-UNIS D'AMÉRIQUE
et
NIGER**

**Échange de notes constituant un accord d'aide dans les
domaines économique et technique ainsi que dans les
domaines connexes. Niamey, 26 mai 1961**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 10 octobre 1961.

No. 5905. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND NIGER RELATING TO ECONOMIC, TECHNICAL AND RELATED ASSISTANCE. NIAMEY, 26 MAY 1961

N° 5905. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD D'AIDE¹ DANS LES DOMAINES ÉCONOMIQUE ET TECHNIQUE AINSI QUE DANS LES DOMAINES CONNEXES ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE NIGER. NIAMEY, 26 MAI 1961

I

The American Ambassador to the President of Niger

L'Ambassadeur des États-Unis d'Amérique au Président de la République du Niger

Niamey, May 26, 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 Niger 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 Niger 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 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 Niger. 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 Niger 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

¹ Came into force on 26 May 1961 by the exchange of the said notes.

¹ Entré en vigueur le 26 mai 1961 par l'échange desdites notes.

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 Niger full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of Niger 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 Niger ; 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 Niger from the import or sale of such commodities or services, the Government of Niger, 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 Niger may draw upon any remaining balances in the Special Account for such purposes beneficial to Niger 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 Niger 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 Niger 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 Niger 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 Niger from the assistance to be furnished hereunder :

(a) Any supplies, materials, equipment or funds introduced into or acquired in Niger 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 Niger, 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 Niger.

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

6. The Government of the United States of America and the Government of Niger will establish procedures whereby the Government of Niger 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 Niger 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 Niger, 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 26, 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 Hamani Diori
President of the Republic of Niger
Niamey

[TRADUCTION — TRANSLATION]

Niamey, le 26 mai 1961

Monsieur le Président,

[*Voir note II*]

R. Borden REAMS

Son Excellence Monsieur Hamani Diori
Président de la République du Niger
Niamey

II

The President of Niger to the American Ambassador *Le Président de la République du Niger à l'Ambassadeur des États-Unis d'Amérique*

RÉPUBLIQUE DU NIGER
PRÉSIDENCE
LE PRÉSIDENT

Niamey, le 26 Mai 1961

Le Président de la République
du Niger
à Monsieur l'Ambassadeur
des États-Unis d'Amérique
Abidjan

Excellence,

J'ai l'honneur d'accuser réception de votre note en date de ce jour, portant accord sur l'assistance économique et technique que le Gouvernement des États-Unis accorde au Niger et qui stipule :

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF NIGER
OFFICE OF THE PRESIDENT
THE PRESIDENT

Niamey, May 26, 1961

The President of the Republic
of Niger
to the Ambassador of the United States
of America
Abidjan

Excellency :

I have the honor to acknowledge receipt of your note of this date, concerning an agreement on the economic and technical assistance to be granted by the Government of the United States to Niger, which reads as follows :

[*See note I*]

I have the honor to confirm to Your Excellency that the contents of the foregoing note are acceptable to the Government of Niger, and I avail myself of this opportunity to renew to Your Excellency the assurance of my high consideration.

Hamani DIORI

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

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