

No. 5956

**UNITED STATES OF AMERICA
and
MADAGASCAR**

**Exchange of notes constituting an agreement relating to
economic, technical and related assistance. Tanana-
rive, 22 June 1961**

Official texts: English and French.

Registered by the United States of America on 15 November 1961.

**ÉTATS-UNIS D'AMÉRIQUE
et
MADAGASCAR**

**Échange de notes constituant un accord d'aide dans les
domaines économique et technique et dans les domaines
connexes. Tananarive, 22 juin 1961**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 15 novembre 1961.

No. 5956. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND MADAGASCAR RELATING TO ECONOMIC, TECHNICAL AND RELATED ASSISTANCE. TANANARIVE, 22 JUNE 1961

Nº 5956. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ D'AIDE DANS LES DOMAINES ÉCONOMIQUE ET TECHNIQUE ET DANS LES DOMAINES CONNEXES ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE MADAGASCAR. TANANARIVE, 22 JUIN 1961

I

The American Ambassador to the Malagasy Minister of Foreign Affairs

L'Ambassadeur des États-Unis d'Amérique au Ministre des affaires étrangères du Madagascar

Tananarive, June 22, 1961

No. 194

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 Malagasy 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 designated representatives of the Government of the Malagasy Republic and approved by representatives designated by the Government of the United States of America to administer its responsibilities hereunder or by other representatives designated by the Government of the United States of America. 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 appropriate representatives of the two Governments.

2. The Government of the Malagasy 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 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, in cooperation with the agency designated for this purpose by the Government of the Malagasy Republic ; will provide the Government of the

¹ Came into force on 22 June 1961 by the exchange of the said notes.

¹ Entré en vigueur le 22 juin 1961 par l'échange des dites notes.

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 Madagascar full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the Malagasy Republic 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 Madagascar; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills used or acquired in connection with such programs.

3. In any case where commodities are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Malagasy Republic, from the import or sale of such commodities, the Government of the Malagasy Republic, except as may otherwise be mutually agreed upon by the representatives of the two Governments, will establish in its own name a Special Account in the Institut Malgache d'Émission; 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 relating to the furnishing of assistance hereunder, 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 Malagasy Republic may draw upon any remaining balances in the Special Account for such purposes beneficial to Madagascar as may be agreed upon by the representatives of the two Governments. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Malagasy Republic shall be disposed of for such purposes as may be agreed upon by the representatives of the two Governments, subject to approval by the Act or joint resolution of the Congress of the United States of America.

4. The Government of the Malagasy 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 of the United States of America in Madagascar 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 Madagascar from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment or funds introduced into or acquired in Madagascar by the Government of the United States of America or any contractor financed by that Government, for the purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment or funds are used in connection with such program or project, be exempt from any taxes on ownership or use of property, and

any other taxes. The import, export, use, purchase 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 Madagascar. Investment or deposit requirements and currency controls in Madagascar shall not be applied to such supplies, materials, equipment or funds. Upon completion of any program or project hereunder, the regulations in force in Madagascar with regard to duties, fees, taxes and foreign exchange shall be applicable to any supplies, materials, equipment or funds remaining disposable and not re-exported.

- (b) All personnel, except citizens and permanent residents of Madagascar, 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 any of its agencies, or with the Government of the Malagasy Republic or any of its agencies, who are present in Madagascar to perform work in connection herewith and whose entrance into the country has been approved by the Government of the Malagasy Republic, shall be exempt from income and social security taxes levied under the laws of Madagascar with respect to income upon which they are obligated to pay income or social security taxes to any other Government.

All non-consumable movable property imported by such personnel and members of their families for their own use shall be exempt from the payment of fiscal taxes and customs duties and from all other duties and taxes in force in Madagascar, on condition that such property be re-exported upon completion of the duties of the owner of such property in connection with the carrying out of the programs or projects of assistance hereunder.

- (c) Funds introduced into Madagascar for purposes of furnishing assistance hereunder shall be convertible into currency of Madagascar 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 Madagascar.

6. The Government of the United States of America and the Government of the Malagasy Republic will establish procedures whereby the Government of the Malagasy 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 Malagasy 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 Malagasy Republic, the present note and Your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply 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.

Accept, Excellency, the renewed assurance of my highest consideration.

Frederic P. BARTLETT

His Excellency Albert Sylla
Minister of Foreign Affairs
Tananarive

[TRADUCTION — TRANSLATION]

N° 194

Tananarive, le 22 juin 1961

Monsieur le Ministre,

[*Voir note II*]

Veillez agréer, etc.

Frederic P. BARTLETT

Son Excellence Monsieur Albert Sylla
Ministre des affaires étrangères
Tananarive

II

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

RÉPUBLIQUE MALGACHE

Fahafahana-Tanindrazana-Fandrosoana

COMMUNAUTÉ

Liberté-Égalité-Fraternité

PRÉSIDENCE DE LA RÉPUBLIQUE

Tananarive, le 22 juin 1961

N° 1340-AE/DRE

Le Président de la République Malgache, Chef du Gouvernement

Excellence,

J'ai l'honneur d'accuser réception de votre lettre datée du 22 Juin 1961 ainsi conçue :

« Excellence,

« 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 la République Malgache dans les domaines économique et technique, ainsi que dans les domaines connexes, conformément aux dispositions indiquées ci-après.

« 1. Le Gouvernement des États-Unis fournira, dans les domaines économique et technique, ainsi que dans tous domaines connexes, l'aide qui pourrait lui être demandée par les Représentants désignés du Gouvernement de la République Malgache, et approuvée par les Représentants désignés du Gouvernement des États-Unis responsables de l'administration de l'aide des États-Unis octroyée en vertu de cet Accord, ou approuvée par tous autres Représentants désignés par le Gouvernement des États-Unis. Les lois et règlements en vigueur aux États-Unis régissant la fourniture de cette aide seront appliqués. L'aide sera fournie selon les modalités convenues entre les Représentants appropriés des deux Gouvernements.

« 2. Le Gouvernement de la République Malgache contribuera dans toute la mesure permise par sa main-d'œuvre, ses ressources, services, installations et par l'état général de son économie, à la réalisation des objectifs motivant la fourniture de ladite aide ; prendra toutes les mesures nécessaires pour assurer l'utilisation efficace de l'aide fournie ; coopérera avec le Gouvernement des États-Unis pour que les achats soient effectués à des prix et à des conditions raisonnables ; permettra aux Représentants des États-Unis de suivre et d'étudier sans restriction, les programmes et opérations en voie de réalisation en vertu du présent Accord ainsi que toute la documentation s'y rapportant, en liaison avec le Service désigné à cet effet par le Gouvernement de la République Malgache ; fournira au Gouvernement des États-

[TRANSLATION¹ — TRADUCTION²]

MALAGASY REPUBLIC

Fahafahana-Tanindrazana-Fandrosoana

COMMUNITY

Liberty-Equality-Fraternity

OFFICE OF THE PRESIDENT OF THE REPUBLIC

No. 1340 AE/DRE

Tananarive, June 22, 1961

The President of the Malagasy Republic, Head of Government

Excellency :

I have the honor to acknowledge the receipt of your note dated June 22, 1961, which reads as follows :

[See note I]

I have the honor to inform you that the Malagasy Government agrees to the understandings set forth in the foregoing note. That note and the present reply constitute an agreement in good and due form between our two Governments, it being understood that the English text is authentic so far as the Government of the United States of America is concerned, and the French text authentic so far as the Government of the Malagasy Republic is concerned.

I avail myself of this occasion, Excellency, to renew to you the assurances of my very high consideration.

[SEAL] TSIRANANA

His Excellency Frederic Pearson Bartlett
Ambassador of the United States of America
Tananarive

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

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