

No. 6244

**UNITED STATES OF AMERICA
and
CONGO (LEOPOLDVILLE)**

**Agricultural Commodities Agreement under Title I of the
Agricultural Trade Development and Assistance Act
of 1954, as amended (with exchange of notes). Signed
at Leopoldville, on 18 November 1961**

Official texts: English and French.

Registered by the United States of America on 16 July 1962.

**ÉTATS-UNIS D'AMÉRIQUE
et
CONGO (LÉOPOLDVILLE)**

**Accord sur la fourniture de produits agricoles, conclu en
vertu du titre I de la loi de 1954 sur le développement
des échanges commerciaux et de l'aide en produits
agricoles, telle qu'elle est modifiée (avec échange de
notes). Signé à Léopoldville, le 18 novembre 1961**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 16 juillet 1962.

No. 6244. AGRICULTURAL COMMODITIES AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF THE REPUB-
LIC OF THE CONGO UNDER TITLE I OF THE AGRICUL-
TURAL TRADE DEVELOPMENT AND ASSISTANCE ACT
OF 1954, AS AMENDED. SIGNED AT LEOPOLDVILLE,
ON 18 NOVEMBER 1961

The Government of the United States of America and the Government of the Republic of the Congo :

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries ;

Considering that the purchase for Congo francs of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade ;

Considering that the Congo francs accruing from such purchase will be utilized in a manner beneficial to both countries ; and

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Congo pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities ;

Have agreed as follows :

Article I

SALES FOR CONGO FRANCS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of the Congo to purchase authorizations and to the availability of commodities under the Act at the time of export-

¹ Came into force on 18 November 1961, upon signature, in accordance with article VI.

tation, the Government of the United States of America undertakes to finance the sales for Congo francs, to purchasers authorized by the Government of the Republic of the Congo, of the following agricultural commodities in the amounts indicated :

<i>Commodity</i>	<i>Export Market Value (millions)</i>
Wheat flour	\$1.5
Rice (milled)	2.0
Dry whole milk	1.3
Nonfat dry milk3
Canned milk7
Frozen chicken3
Tobacco7
Ocean transportation (estimated)7
	<u>TOTAL \$7.5</u>

2. Applications for purchase authorizations will be made within 90 calendar days after the effective date of this Agreement, except that application for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Congo francs accruing from such sale, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this Agreement.

4. The financing, sale and delivery of commodities under this Agreement may be terminated by either Government if that Government determines that because of changed conditions the continuing of such financing, sale or delivery is unnecessary or undesirable.

Article II

USES OF CONGO FRANCS

The Congo francs accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown :

1. For United States expenditures under subsections (a) and (f) of Section 104 of the Act, 10 percent of the Congo francs accruing pursuant to this Agreement.

2. For a grant to the United Nations under Section 104 (e) of the Act, as separately arranged between the Government of the United States of America and the United Nations, 90 percent of the Congo francs accruing pursuant to this Agreement for financing projects to promote balanced economic development in the Republic of the Congo as agreed between the United Nations and the Government of the Republic of the Congo.

Article III

DEPOSIT OF CONGO FRANCS

1. The amount of Congo francs to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Congo francs, as follows :

- (a) At the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Congo, or
- (b) If more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Republic of the Congo.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of Congo francs which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

Article IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of the Congo will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) of the agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure

that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of the Congo will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities, and information relating to exports of the same or like commodities.

Article V

CONSULTATION

The two Governments will, upon request of either of them consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

Article VI

ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Leopoldville, Congo in duplicate this 18th day of November 1961.

For the Government
of the United States of America :

Edmund A. GULLION

For the Government
of the Republic of the Congo :

M. LENGEMA

EXCHANGE OF NOTES — ÉCHANGE DE NOTES

I

*Le Premier Ministre du Congo à
l'Ambassadeur des États-Unis d'Amérique*

*The Congolese Prime Minister to the
American Ambassador*

[TRANSLATION¹ — TRADUCTION²]

RÉPUBLIQUE DU CONGO

Cabinet du Premier Ministre

Léopoldville, le 18 nov. 1961

N° 2760/61 /CAB/P.M./

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer à l'Accord sur les Produits Agricoles, signé aujourd'hui¹ par les Représentants de nos deux Gouvernements et de vous informer qu'en ce qui concerne l'Article II-1, mon Gouvernement convient que, sur la demande du Gouvernement des États-Unis d'Amérique, le Gouvernement de la République du Congo fournira, dans un délai de 30 jours après la requête, les facilités requises pour la conversion de deux pour cent du total des francs congolais provenant des ventes effectuées en vertu de cet Accord en autres devises pour le financement des activités relatives au développement du marché agricole dans d'autres pays.

Je vous serais obligé de vouloir bien me confirmer votre accord sur ce qui précède.

¹ Voir p. 209 de ce volume.

REPUBLIC OF THE CONGO

Office of the Prime Minister

Léopoldville, November 18, 1961

No. 2760/61 /OFF./P.M./

Mr. Ambassador :

I have the honor to refer to the Agricultural Commodities Agreement signed today³ by the representatives of our two Governments and to inform you that with respect to Article II-1 my Government agrees that, at the request of the Government of the United States of America, the Government of the Republic of the Congo will provide, within a period of 30 days after the request, the facilities required for converting two per cent of the total sum in Congolese francs accruing from the sales effected under the terms of that agreement into other currencies for the purpose of financing activities relating to the development of the agricultural market in other countries.

I should be grateful if you would be good enough to confirm to me your agreement with respect to the foregoing.

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

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

³ See p. 208 of this volume.

Veillez croire, Monsieur l'Ambassadeur, à l'expression de ma considération très distinguée.

Pour le Premier Ministre :
J. S.

[SCEAU]
À Monsieur l'Ambassadeur des États-Unis d'Amérique
à Léopoldville

Accept, Mr. Ambassador, the assurances of my very distinguished consideration.

For the Prime Minister :
J. S.

[SEAL]
The Ambassador of the United States of America
Léopoldville

II

Le Chargé d'affaires par intérim des États-Unis d'Amérique au Premier Ministre du Congo

AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE
LÉOPOLDVILLE

le 21 novembre 1961

Monsieur le Premier Ministre :

J'ai l'honneur d'accuser réception de la lettre No. 2760/61 du 18 novembre signée par le Vice Premier Ministre, M. Sendwe, et de vous marquer mon accord sur son contenu.

Avec mes remerciements, je vous prie d'agréer, Monsieur le Premier Ministre, l'expression de ma haute considération.

G. McMURTRIE GODLEY
Chargé d'Affaires ad intérim

Son Excellence Cyrille Adoula
Premier Ministre
Léopoldville

The American Chargé d'Affaires ad interim to the Congolese Prime Minister

[TRANSLATION¹ — TRADUCTION²]

EMBASSY OF THE UNITED STATES OF AMERICA
LÉOPOLDVILLE

November 21, 1961

Mr. Prime Minister :

I have the honor to acknowledge the receipt of note No. 2760/61 of November 18, signed by Mr. Sendwe, Deputy Prime Minister, and to inform you of my agreement with respect to its contents.

Accept, Mr. Prime Minister, together with my thanks, the assurances of my high consideration.

G. McMURTRIE GODLEY
Chargé d'Affaires ad interim

His Excellency Cyrille Adoula
Prime Minister
Léopoldville

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

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

III

The American Chargé d'Affaires ad interim to the Congolese Secretary of States for Foreign Affairs *Le Chargé d'affaires par intérim des États-Unis d'Amérique au Secrétaire d'État aux affaires étrangères du Congo*

Leopoldville, November 21, 1961

No. 48

Excellency :

I have the honor to refer to the Agricultural Commodities Agreement signed on November 18, 1961 between the United States of America and the Republic of the Congo, and in particular to Article III of the Agreement relating to the deposit of Congolese Francs equivalent to (1) the dollar sales value of the commodities purchased under the agreement, and (2) the ocean transportation costs financed by the Government of the United States.

It is the understanding of the Government of the United States that, pursuant to the provisions of subparagraph one (B) of Article III, deposits in Congolese Francs under Article III will be made at the effective mixed (that is to say, composite) selling rate of dollars for Congolese Francs in effect on the dates of the dollar disbursements by the Government of the United States of America. In the event of a change in the exchange system of the Republic of the Congo before the dollar disbursements referred to in Article III are completed, a new exchange rate for deposits under Article III to be applicable from the date of such a change will be determined by mutual agreement.

I shall appreciate receiving your confirmation of the foregoing understanding.

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

G. McMURTRIE GODLEY
Chargé d'Affaires ad interim

His Excellency Justin Matiti
Secretary of State for Foreign Affairs
Leopoldville

[TRANSDUCTION — TRANSLATION]

Le Chargé d'affaires par intérim des États-Unis d'Amérique au Secrétaire d'État aux affaires étrangères du Congo

Leopoldville, le 21 novembre 1961

N° 48

Monsieur le Secrétaire d'État,

J'ai l'honneur de me référer à l'Accord sur les produits agricoles conclu le 18 novembre 1961 entre les États-Unis d'Amérique et la République du Congo, et plus

particulièrement à l'article III de l'Accord concernant le dépôt des montants en francs congolais équivalant 1) à la valeur des ventes en dollars des produits achetés en vertu de l'Accord et 2) au coût du transport maritime financé par le Gouvernement des États-Unis.

[Voir note IV]

Je vous serais obligé de bien vouloir confirmer l'interprétation qui précède.

Je vous prie d'agrèer, etc.

G. McMURTRIE GODLEY
Chargé d'affaires par intérim

Son Excellence Monsieur Justin Matiti
Secrétaire d'État aux affaires étrangères
Léopoldville

IV

The Congolese Minister of Foreign Affairs to the American Ambassador *Le Ministre des affaires étrangères du Congo à l'Ambassadeur des États-Unis d'Amérique*

RÉPUBLIQUE DU CONGO
Ministère des Affaires Étrangères

Léopoldville, le 22 décembre 1961

N° 12/7274/O.I./C.39

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de la lettre n° 48 du 21 novembre 1961, adressée par le Chargé d'Affaires a.i., Monsieur Godley à Monsieur Justin Matiti, Secrétaire d'État aux Affaires Étrangères, concernant l'Accord sur la Fourniture de Produits Agricoles signé le 18 novembre 1961.

Aux termes de cette lettre, « le Gouvernement des États-Unis entend que, suivant les dispositions du Sous-paragraphe I (B) de l'Article III, les dépôts faits en francs congolais sous l'Article III seront effectués au taux effectif (c'est-à-dire, le cours vendeur moyen) de vente de dollars pour des francs congolais au jour des paiements en dollars effectués par le Gouvernement des États-Unis d'Amérique. En cas de modifications dans le système de change de la République du Congo avant que les paiements en dollars repris à l'Article III soient achevés, un nouveau taux de change pour les dépôts en vertu de l'Article III, applicable à dater d'un tel changement, sera déterminé par accord réciproque. »

Le Gouvernement congolais marque son accord sur cette interprétation du Sous-paragraphe I (B) de l'Article III.

Je vous prie d'agréer, Monsieur l'Ambassadeur, les assurances de ma haute considération.

Le Ministre :
J. BOMBOKO

A Son Excellence Monsieur E. A. Gullion
Ambassadeur des États-Unis d'Amérique
à Léopoldville

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF THE CONGO

Ministry of Foreign Affairs

Léopoldville, December 22, 1961

No. 12/7274/O.I./C.39

Mr. Ambassador :

I have the honor to acknowledge the receipt of note No. 48 of November 21, 1961, from Mr. Godley, Chargé d'Affaires ad interim, to Mr. Justin Matiti, Secretary of State for Foreign Affairs, concerning the Agricultural Commodities Agreement signed on November 18, 1961.

[See note III]

The Congolese Government accepts this interpretation of subparagraph 1 (B) of Article III.

Please accept, Mr. Ambassador, the assurances of my high consideration.

J. BOMBOKO
Minister

His Excellency E. A. Gullion
Ambassador of the United States of America
Léopoldville

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

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