

No. 6269

**UNITED STATES OF AMERICA
and
GUINEA**

Agricultural Commodities Agreement under the Agricultural Trade Development and Assistance Act, as amended (with exchange of notes). Signed at Conakry, on 2 February 1962

Official texts: English and French.

Registered by the United States of America on 2 August 1962.

**ÉTATS-UNIS D'AMÉRIQUE
et
GUINÉE**

Accord relatif aux produits agricoles conclu en vertu de la loi sur le développement des échanges commerciaux et de l'aide en produits agricoles telle qu'elle a été amendée (avec échange de notes). Signé à Conakry, le 2 février 1962

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 2 août 1962.

No. 6269. AGRICULTURAL COMMODITIES AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED
STATES OF AMERICA AND THE GOVERNMENT OF
THE REPUBLIC OF GUINEA UNDER THE AGRICUL-
TURAL TRADE DEVELOPMENT AND ASSISTANCE
ACT, AS AMENDED. SIGNED AT CONAKRY, ON 2 FEB-
RUARY 1962

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

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 Guinea francs of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

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

Desiring to set forth the understandings which will govern the sales, as specified below, of surplus agricultural commodities to the Republic of Guinea 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 GUINEA FRANCS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Guinea of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Guinea francs, to purchasers authorized by the Government

¹ Came into force on 2 February 1962, upon signature, in accordance with article VI.

of the Republic of Guinea, of the following agricultural commodities in the amounts indicated :

<i>Commodity</i>	<i>Export Market Value (millions)</i>
Wheat and/or wheat flour	\$1.2
Milled rice	5.4
Ocean transportation (estimated)9
	TOTAL \$7.5

2. Applications for purchase authorizations will be made within 90 calendar days after the effective date of this Agreement for \$2.5 million worth of wheat and/or wheat flour and rice for United States fiscal year 1962. The quantities of wheat and/or wheat flour and rice to be provided in subsequent fiscal years will be determined after review by the two Governments on or about June 30, 1962 and 1963, taking into account such factors as changes in production of rice, consumption and stocks of wheat, wheat flour and rice and other related factors. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Guinea francs accruing from such sale and other relevant matters.

3. The two Governments agree that the issuance of purchase authorizations for commodities to be purchased and shipped during the United States fiscal years 1963 and 1964 shall be dependent upon determination by the Government of the United States of America that these commodities are in surplus supply and available under Title I of the Act at that time.

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 continuation of such financing, sale or delivery is unnecessary or undesirable.

5. It is understood that the sale of wheat and/or wheat flour and rice under this Agreement is not intended to increase the availability of these or like commodities for export and is made on the condition that no export of such commodities will be made from the Republic of Guinea during the period that the commodities provided under this Agreement are being imported and utilized.

Article II

USES OF GUINEA FRANCS

The two Governments agree that the Guinea 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 :

- A. For United States expenditures under subsections (a), (b), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, twenty-four percent of the Guinea francs accruing pursuant to this Agreement.
- B. For a loan to the Government of the Republic of Guinea under Section 104 (g) of the Act, seventy-six percent of the Guinea francs accruing pursuant to this Agreement, for financing such projects to promote balanced economic development, including projects not heretofore included in plans of the Government of the Republic of Guinea, as may be mutually agreed. In the event that agreement is not reached on the use of the Guinea francs for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the Guinea francs for any purposes authorized by Section 104 of the Act.

Article III

DEPOSITS OF GUINEA FRANCS

1. The amount of Guinea 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 Guinea francs, as follows :

- (a) At the selling 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 Republic of Guinea, 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 Guinea.

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 Guinea 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 Guinea agrees that it 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 surplus 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 agree that they will take reasonable precautions to assure that all sales or purchases of surplus agricultural commodities pursuant to the 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 Guinea agrees to furnish, upon request 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 Conakry in duplicate this second day of February 1962.

For the Government of the United States of America :
William ATTWOOD

For the Government of the Republic of Guinea :
A. DIOP
[SEAL]

EXCHANGE OF NOTES — ÉCHANGE DE NOTES

I

*The American Ambassador to the
Guinean Minister of Telecommunica-
tions* *L'Ambassadeur des États-Unis d'Amé-
rique au Ministre guinéen des télé-
communications*

EMBASSY OF THE UNITED STATES OF AMERICA

Conakry, February 2, 1962

Excellency :

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of Guinea signed today,¹ and in particular to Article III concerning the applicable rate of exchange for the deposit of Guinean francs equivalent to the dollar sales value of commodities to be purchased under that Agreement.

I wish to confirm my Government's understanding of the Agreement reached in conversations which have taken place between representatives of our two Governments as follows :

1. American legislation states that the payment of Guinean francs will be made at a rate of exchange which is at least as favorable to the United States as that by which the United States Embassy (USDO) acquires Guinean Francs.

2. If the rates of exchange should change, to the detriment of the United States, the United States will be obliged to interrupt the delivery of merchandise until new arrangements can be made.

3. The United States reserve the right, in case of need, to stop deliveries when a change in the rate of exchange is made in Guinea.

I will appreciate receiving Your Excellency's confirmation of the above understanding.

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

William ATTWOOD

His Excellency Alassane Diop
Minister of Telecommunications
Conakry

¹ See p. 36 of this volume.

« 2. Si des changements interviennent dans les taux de change, au détriment des États-Unis, ceux-ci seront dans l'obligation d'interrompre les livraisons de marchandises en attendant un nouvel arrangement.

« 3. Les États-Unis se réservent le droit, en cas de besoin, d'arrêter les livraisons, lorsqu'une modification dans le système de change s'effectue en Guinée.

« Je serais reconnaissant si votre Excellence voulait bien me confirmer que le sens donné ci-dessus correspond à l'accord intervenu entre nous ».

J'ai l'honneur de vous confirmer que les dispositions mentionnées dans votre lettre ci-dessus reproduite correspondent bien au sens donné par mon Gouvernement, à l'accord intervenu entre nous.

Veillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

[SCEAU] A. DIOP

Son Excellence Monsieur Attwood
Ambassadeur des États-Unis d'Amérique
Conakry

[TRANSLATION¹ — TRADUCTION²]

Conakry, 5 February 1962

Mr. Ambassador :

I refer to your note of February 2, 1962, the text of which translated into French reads as follows :

[See note I]

I have the honor to confirm to you that the provisions mentioned in your note reproduced above are according to my Government's understanding of the agreement concluded between us.

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

A. DIOP

His Excellency William Attwood
Ambassador of the United States of America
Conakry

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

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

III

The American Ambassador to the Guinean Minister of Telecommunications

L'Ambassadeur des États-Unis d'Amérique au Ministre guinéen des télécommunications

EMBASSY OF THE UNITED STATES OF AMERICA

Conakry, February 2, 1962

Excellency :

I have the honor to refer to the Agricultural Commodities Agreement signed today between the Government of the United States of America and the Government of the Republic of Guinea and to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to the conversion of Guinea francs into other currencies and to certain other matters relating to the use of Guinea francs accruing under the subject Agreement.

1. Upon request of the Government of the United States of America, the Government of the Republic of Guinea will provide facilities for conversion of two percent of the Guinea francs accruing from sales under this Agreement into other currencies for purposes of Section 104 (a) of the Act. These currencies will be used to finance agricultural market development activities in other countries.

2. The Government of the United States of America may utilize Guinea francs in Guinea to pay for international travel originating in Guinea, or originating outside Guinea when involving travel to or through Guinea, including connecting travel, and for air travel within the United States or other areas outside Guinea when it is part of a trip in which the traveler journeys from, to or through Guinea. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Act. It is further understood that this travel is not limited to services provided by Guinea airlines.

I shall appreciate receiving Your Excellency's confirmation that the foregoing is also the understanding of the Government of the Republic of Guinea.

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

William ATTWOOD

His Excellency Alassane Diop
Minister of Telecommunications
Conakry

l'itinéraire traverse ce pays, y compris les voyages intermédiaires ainsi que le paiement des frais de voyages aériens effectués à l'intérieur des États-Unis ou à l'intérieur de pays autres que la Guinée lorsque ces déplacements font partie du voyage entrepris par le voyageur pour quitter la Guinée, pour s'y rendre ou pour la traverser. Il est entendu que ces fonds serviront uniquement à couvrir les frais de voyage des personnes qui se livrent aux activités financées au titre de la section 104 de la Loi. Il est également entendu que lesdites personnes ne sont pas tenues d'employer exclusivement les services offerts par les entreprises guinéennes de transport aérien.

« Je serais très reconnaissant à Votre Excellence de bien vouloir me faire savoir si les dispositions ci-dessus rencontrent l'agrément du Gouvernement de la République de Guinée. »

J'ai l'honneur de vous confirmer que les dispositions mentionnées dans votre lettre ci-dessus reproduite correspondent bien au sens donné par mon Gouvernement à l'accord intervenu entre nous.

Veillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

A. DIOP

Son Excellence Monsieur William Attwood
Ambassadeur des États-Unis d'Amérique
Conakry

[TRANSLATION¹ — TRADUCTION²]

Conakry, 2 February 1962

Mr. Ambassador :

I refer to your note of February 2, 1962, the text of which translated into French reads as follows :

[See note III]

I have the honor to confirm to you that the provisions mentioned in your note reproduced above are according to my Government's understanding of the agreement concluded between us.

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

A. DIOP

His Excellency William Attwood
Ambassador of the United States of America
Conakry

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

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