

No. 6680

**UNITED STATES OF AMERICA
and
MOROCCO**

**Exchange of notes constituting an agreement relating to
agricultural commodities (with related notes). Rabat,
11 September 1962**

Official texts: English and French.

Registered by the United States of America on 26 April 1963.

**ÉTATS-UNIS D'AMÉRIQUE
et
MAROC**

**Échange de notes constituant un accord relatif aux produits
agricoles (avec notes connexes). Rabat, 11 septembre
1962**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 26 avril 1963.

No. 6680. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND MOROCCO RELATING TO AGRICULTURAL COMMODITIES. RABAT, 11 SEPTEMBER 1962

N° 6680. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE MAROC RELATIF AUX PRODUITS AGRICOLES. RABAT, 11 SEPTEMBRE 1962

I

The American Chargé d'Affaires ad interim to the Moroccan Minister, Personal Representative of His Majesty the King, and Minister of Foreign Affairs

Le Chargé d'affaires par intérim des États-Unis d'Amérique au Ministre des affaires étrangères du Maroc, Représentant personnel de Sa Majesté le Roi

Rabat, September 11, 1962

No. 160

Excellency :

I have the honor to refer to conversations between representatives of our two Governments looking toward the conclusion of an Agreement involving the purchase by the Government of the Kingdom of Morocco of certain agricultural products and the utilization of the proceeds from such purchases. Our representatives have reached an understanding on the language for such an agreement.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Kingdom of Morocco :

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 Moroccan dirhams of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade ;

¹ Came into force on 11 September 1962 by the exchange of the said notes.

¹ Entré en vigueur le 11 septembre 1962 par l'échange desdites notes.

Considering that the dirhams 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 agricultural commodities to Morocco 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 MOROCCAN DIRHAMS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Kingdom of Morocco 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 dirhams, to purchasers authorized by the Government of the Kingdom of Morocco, of the following agricultural commodities in the amounts indicated :

<i>Commodity</i>	<i>Export Market Value (millions)</i>
Soybean oil and/or cottonseed oil	\$6. 00
Cotton, upland 80
Tobacco 25
Ocean transportation (estimated) 62
TOTAL	\$7. 67

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications 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 of 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 dirhams accruing from such sales, 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 considers that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

Article II

USES OF MOROCCAN DIRHAMS

The dirhams 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), (c), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, twenty-five percent of the dirhams accruing pursuant to this Agreement.

B. For a loan to the Government of the Kingdom of Morocco under Section 104(g) of the Act for financing such projects to promote economic development, as may be mutually agreed, including projects not heretofore included in plans of the Government of the Kingdom of Morocco, seventy-five percent of the dirhams accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the dirhams for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the dirhams for any purpose authorized by Section 104 of the Act.

Article III

DEPOSIT OF MOROCCAN DIRHAMS

1. The amount of dirhams 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 dirhams, 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 Kingdom of Morocco, 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 Kingdom of Morocco.

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 dirhams 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 Kingdom of Morocco 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 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 Kingdom of Morocco will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrival and condition of commodities and provisions for the maintenance of usual marketings, 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.

If the foregoing Agreement is acceptable to the Government of the Kingdom of Morocco, it is understood that this note and Your Excellency's affirmative reply thereto shall constitute an agreement between our two Governments on this matter which shall enter into force on the date of Your Excellency's affirmative reply.

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

David G. NES
Chargé d'Affaires ad interim

His Excellency Ahmed Balafrej
Minister, Personal Representative of His Majesty the King
Minister of Foreign Affairs
Rabat

[TRADUCTION — TRANSLATION]

Rabat, le 11 septembre 1962

N° 160

Monsieur le Ministre,

J'ai l'honneur de me référer aux entretiens qu'ont eus récemment les représentants de nos deux Gouvernements en vue de la conclusion d'un accord relatif à l'achat de certains produits agricoles par le Gouvernement du Royaume du Maroc et l'utili-

Veillez croire, Monsieur le Chargé d'Affaires, à l'assurance renouvelée de ma très haute considération.

Rabat, le 11 Septembre 1962

Abd-Errahman TAZI

Monsieur le Chargé d'Affaires des États-Unis d'Amérique
Rabat

[TRANSLATION¹ — TRADUCTION²]

MM/BA
KINGDOM OF MOROCCO
MINISTRY OF FOREIGN AFFAIRS
Division of Economic Affairs

Rabat, September 11, 1962

No. 11-C-55/EC

Mr. Chargé d'Affaires :

I have the honor to acknowledge receipt of your note No. 160 of this date concerning the conversations held between the representatives of our two Governments for the purpose of the conclusion of an Agreement involving the purchase by the Government of Morocco of certain agricultural products and the utilization of the proceeds from such purchases. I am happy to state that our representatives have reached an understanding on the following text for such an agreement :

[See note I]

The foregoing Agreement is acceptable to my Government, and it is understood that your note and this reply shall constitute an agreement between our two Governments on the matter, which agreement shall enter into force on the date of this note.

Accept, Mr. Chargé d'Affaires, the renewed assurance of my very high consideration.

Abd-Errahman TAZI

Rabat, September 11, 1962
The Chargé d'Affaires of the United States of America
Rabat

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

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

RELATED NOTES — NOTES CONNEXES

I

The American Chargé d'Affaires ad interim to the Moroccan Minister, Personal Representative of His Majesty the King, and Minister of Foreign Affairs

Le Chargé d'affaires par intérim des États-Unis d'Amérique au Ministre des affaires étrangères du Maroc, Représentant personnel de Sa Majesté le Roi

Rabat, September 11, 1962

No. 161

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 Kingdom of Morocco signed today¹ 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 dirhams into other currencies and to certain other matters relating to the subject Agreement, as follows :

1. Upon request of the Government of the United States of America, the Government of Morocco will provide facilities for conversion into other currencies of two percent of the dirhams accruing from sales under the Agreement for purposes of Section 104 (a) of the Act, and of the dirham equivalent of up to \$100,000 for purposes of Section 104 (b) of the Act. These currencies will be used in the case of Section 104 (a) to finance agricultural market development activities in other countries and in the case of Section 104 (b) to finance educational exchange activities in other countries.

2. The Government of the United States of America may utilize dirhams in Morocco to pay for international travel originating in Morocco, or originating outside Morocco when involving travel to or through Morocco, including connecting travel, and for air travel within the United States or other areas outside Morocco when it is part of a trip in which the traveler journeys from, to or through Morocco. 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 Moroccan airlines.

3. The Government of Morocco agrees that it will import with its own resources during the calendar year ending December 31, 1962, from the United States of America and countries friendly to the United States of America, a total of at least 30,000 metric tons of edible vegetable oils and/or oil equivalent of oilseeds and at least 6.0 million pounds of tobacco.

I shall appreciate receiving your confirmation that the foregoing is also the understanding of the Government of the Kingdom of Morocco.

¹ See p. 208 of this volume.

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

David G. NES
Chargé d'Affaires ad interim

His Excellency Ahmed Balafrej
Minister, Personal Representative of His Majesty the King
Minister of Foreign Affairs
Rabat

[TRADUCTION — TRANSLATION]

Rabat, le 11 septembre 1962

N° 161

Monsieur le Ministre,

[Voir note II, ci-dessous]

Veillez agréer, etc.

David G. NES
Chargé d'affaires p.i.

Son Excellence Monsieur Ahmed Balafrej
Représentant personnel de Sa Majesté le Roi
Ministre des affaires étrangères
Rabat

II

<i>The Director of Economic Affairs, The Moroccan Ministry of Foreign Affairs, to the American Chargé d'Affaires ad interim</i>	<i>Le Directeur des affaires économiques, Ministère des affaires étrangères, au Chargé d'affaires par intérim des États-Unis d'Amérique</i>
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MM/BA

ROYAUME DU MAROC

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

Direction des Affaires économiques

Rabat, le 11 Septembre 1962

N° 11-C-56/ EC

Monsieur le Chargé d'Affaires,

J'ai l'honneur d'accuser réception de votre lettre n° 161 de ce jour ainsi conçue :

« J'ai l'honneur de me référer à l'Accord sur les Produits Agricoles conclu ce jour¹ entre le Gouvernement des États-Unis d'Amérique et le Gouvernement

¹ Voir p. 208 de ce volume.

[TRANSLATION¹ — TRADUCTION²]

MM/BA

KINGDOM OF MOROCCO

MINISTRY OF FOREIGN AFFAIRS

Division of Economic Affairs

Rabat, September 11, 1962

No. 11-C-56/EC

Mr. Chargé d'Affaires :

I have the honor to acknowledge receipt of your note No. 161 of this date, which reads as follows :

[*See note I, p. 217 of this volume*]

I signify to you my approval of the terms of the note quoted above.

Accept, Mr. Chargé d'Affaires, the renewed assurance of my very high consideration.

Abd-Errahman TAZI

Rabat, September 11, 1962

The Chargé d'Affaires of the United States of America
Rabat

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

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