

No. 6857

**UNITED STATES OF AMERICA
and
CENTRAL AFRICAN REPUBLIC**

**Exchange of notes constituting an agreement concerning
economic, technical and related assistance. Bangui,
10 February 1963**

Official texts: English and French.

Registered by the United States of America on 7 August 1963.

**ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE CENTRAFRICAINE**

**Échange de notes constituant un accord d'assistance dans
les domaines économique et technique ainsi que dans
des domaines connexes. Bangui, 10 février 1963**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 7 août 1963.

No. 6857. EXCHANGE OF NOTES
CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES
OF AMERICA AND THE CENTRAL
AFRICAN REPUBLIC CONCERN-
ING ECONOMIC, TECHNICAL
AND RELATED ASSISTANCE.
BANGUI, 10 FEBRUARY 1963

Nº 6857. ÉCHANGE DE NOTES
CONSTITUANT UN ACCORD D'AS-
SISTANCE¹ ENTRE LES ÉTATS-
UNIS D'AMÉRIQUE ET LA RÉ-
PUBLIQUE CENTRAFRICAINE
DANS LES DOMAINES ÉCONO-
MIQUE ET TECHNIQUE AINSI
QUE DANS DES DOMAINES
CONNEXES. BANGUI, 10 FÉ-
VRIER 1963

I

*The American Ambassador to the Presi-
dent of the Central African Republic*

*L'Ambassadeur des États-Unis d'Améri-
que au Président de la République
centrafricaine*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 25

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 Central African 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 representatives of the appropriate agency or agencies of the Government of the Central African Republic, or by representatives of a provincial government or the appropriate agency or agencies thereof, 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 and the Government of the Central African Republic. 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 the Central African Republic will make the full contribution permitted by its manpower, resources, facilities and general economic condition in further-

¹ Came into force on 10 February 1963 by the exchange of the said notes.

¹ Entré en vigueur le 10 février 1963 par l'échange desdites notes.

ance 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 ; 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 the Central African Republic full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the Central African 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 the Central African Republic ; 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 the Central African Republic, or to a provincial government thereof, from the import or sale of such commodities or services, the Government of the Central African Republic, 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 National Development Bank (*Banque Nationale de Développement*) ; 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 the Central African Republic may draw upon any remaining balances in the Special Account for such purposes beneficial to the Central African Republic 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 the Central African Republic shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The responsibilities of the Government of the United States of America hereunder will be discharged by the Embassy of the United States of America. The Government of the Central African Republic will consider any personnel sent to the Central African Republic to discharge such responsibilities as part of the Embassy for the purpose of enjoying the privileges and immunities accorded Embassy personnel of comparable rank. The Government of the Central African Republic will give full cooperation to the Embassy and its personnel engaged in carrying out the provisions hereof, including the furnishing of facilities necessary therefor.

5. In order to assure the maximum benefits to the people of the Central African Republic from the assistance to be furnished hereunder :

(a) Any supplies, materials, equipment or funds introduced into or acquired in the Central African Republic 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 the Central African Republic, 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 the Central African Republic.

(b) All personnel, except citizens and permanent residents of the Central African Republic, 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 the Central African Republic, or a provincial government thereof, or any agencies of either the Government of the United States of America or the Government of the Central African Republic or a provincial government who are present in the Central African Republic to perform work in connection herewith and whose entrance into the country has been approved by the Government of the Central African Republic, shall be exempt from income and social security taxes levied under the laws of the Central African Republic 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 the Central African Republic for their own use, and with respect to other duties and fees, as is accorded by the Government of the Central African Republic to diplomatic personnel of the Embassy of the United States of America in the Central African Republic.

(c) Funds introduced into the Central African Republic for purposes of furnishing assistance hereunder shall be convertible into currency of the Central African Republic 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 the Central African Republic.

6. The Government of the United States of America and the Government of the Central African Republic will establish procedures whereby the Government of the Central African 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 Central African 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 Central African Republic, 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 the date of its signature, 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 assurances of my highest consideration.

John H. BURNS

Embassy of the United States of America
Bangui, February 10, 1963

His Excellency Mr. David Dacko
President of the Central African Republic

[TRADUCTION — TRANSLATION]

Monsieur le Ministre,

[*Voir note II*]

Veillez, agréer, etc.

John H. BURNS

Ambassade des États-Unis d'Amérique
Bangui, 10 février 1963

Son Excellence Monsieur David Dacko
Président de la République Centrafricaine

[TRANSLATION¹ — TRADUCTION²]

CENTRAL AFRICAN REPUBLIC
The President

Bangui, February 10, 1963

The President of the Republic, President of Government
to the Ambassador of the United States of America
Bangui

Excellency :

I have the honor to acknowledge receipt of your note of this date setting forth an agreement on the economic and technical assistance to be granted by the Government of the United States to the Central African Republic, 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 the Central African Republic, and I avail myself of this opportunity to renew to Your Excellency the assurances of my high consideration.

D. DACKO
President of the Republic
President of Government

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

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