

No. 7203

**UNITED STATES OF AMERICA
and
DEMOCRATIC REPUBLIC OF THE CONGO**

**Agricultural Commodities Agreement under Title I of the
Agricultural Trade Development and Assistance Act
of 1954, as amended (with exchange of notes and *aide-
mémoire*). Signed at Leopoldville, on 23 February
1963**

Official texts: English and French.

Registered by the United States of America on 13 April 1964.

**ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE DÉMOCRATIQUE DU CONGO**

**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 et aide-mémoire). Signé à Léopoldville, le 23 fé-
vrier 1963**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 13 avril 1964.

No. 7203. AGRICULTURAL COMMODITIES AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED
STATES OF AMERICA AND THE GOVERNMENT OF
THE REPUBLIC OF THE CONGO UNDER TITLE I
OF THE AGRICULTURAL TRADE DEVELOPMENT AND
ASSISTANCE ACT OF 1954, AS AMENDED. SIGNED
AT LEOPOLDVILLE, ON 23 FEBRUARY 1963

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 of purchase authorizations and the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to

¹ Came into force on 23 February 1963, upon signature, in accordance with article VI.

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 (thousand)</i>
Cotton ¹	\$142
Ocean transportation (estimated)	4
	<hr/>
TOTAL	\$146

¹ Raw cotton content for gray cloth.

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

Article II

USES OF CONGO FRANCS

The two Governments agree that 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 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 any 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 the 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 23rd day of February, 1963.

For the Government
of the United States of America :
Edmund A. GULLION

For the Government
of the Republic of the Congo :
J. M. BOMBOKO

EXCHANGE OF NOTES—ÉCHANGE DE NOTES

I

*The American Ambassador to the
Congoese Minister for Foreign
Affairs*

*L'Ambassadeur des États-Unis
d'Amérique au Ministre des affaires
étrangères de la République du Congo*

[TRANSLATION — TRANSLATION]

EMBASSY OF THE UNITED STATES
OF AMERICA

AMBAassade DES ÉTATS-UNIS D'AMÉRIQUE

Leopoldville, February 23, 1963

Léopoldville, le 23 février 1963

No. 297

N° 297

Excellency :

Monsieur le Ministre,

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today¹ and in connection therewith to confirm that it is the understanding of the Government of the United States of America that :

J'ai l'honneur de me référer à l'accord sur la fourniture de produits agricoles conclu ce jour¹ entre nos deux Gouvernements et, à ce sujet, de confirmer l'interprétation du Gouvernement des États-Unis d'Amérique sur les points suivants :

1. The Government of the Republic of the Congo will provide, upon request of the Government of the United States of America, facilities for the conversion into other currencies of two per cent of the francs accruing from sales under the Agreement 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 Congoese francs in the Republic of the Congo to pay for international travel originating in the Republic of the Congo or originating outside the Republic of the Congo when

1. Le Gouvernement de la République du Congo, sur demande du Gouvernement des États-Unis d'Amérique, facilitera la conversion en devises, aux fins de l'article 104, a, de la loi, de 2 p. 100 des francs acquis conformément au présent Accord. Ces devises serviront à financer le développement de marchés de produits agricoles dans d'autres pays.
2. Le Gouvernement des États-Unis pourra se servir de francs congolais dans la République du Congo pour payer des voyages internationaux en provenance ou à destination du Congo ou en transit via ce pays (y compris les déplacements inter-

¹ See p. 4 of this volume.

¹ Voir p. 5 de ce volume.

the travel (including connecting travel) is to or through the Republic of the Congo, and for travel within the United States of America or other areas outside of the Republic of the Congo when travel is part of a trip in which the traveler travels from, to or through the Republic of the Congo. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Congolese francs may be utilized shall not be limited to services provided by Congolese transportation facilities.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of the Republic of the Congo.

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

E. A. G.

His Excellency
Justin Bomboko
Minister for Foreign Affairs
Leopoldville

médiales) ainsi que des voyages à l'intérieur des États-Unis d'Amérique ou de régions autres que la République du Congo, lorsqu'ils feront partie d'un voyage en provenance ou à destination de la République du Congo ou en transit via ce pays. Il est entendu qu'il devra s'agir uniquement de voyages officiels pour le compte du Gouvernement des États-Unis d'Amérique ou au titre d'activités financées par ce Gouvernement. Il est entendu en outre que ces voyages ne se feront pas nécessairement à bord de moyens de transport congolais.

Je vous serais obligé de vouloir bien confirmer que ce qui précède a également l'accord du Gouvernement de la République du Congo.

Veuillez agréer, etc.

E. A. G.

Son Excellence
Monsieur Justin Bomboko
Ministre des affaires étrangères
Leopoldville

II

*Le Ministre des affaires étrangères
de la République du Congo à
l'Ambassadeur des États-Unis
d'Amérique*

*The Congolese Minister for Foreign
Affairs to the American Ambassador*

[TRANSLATION¹ — TRADUCTION²]

RÉPUBLIQUE DU CONGO
MINISTÈRE DES AFFAIRES ÉTRANGÈRES
ET DU COMMERCE EXTÉRIEUR

No. 12/130/151/CAB/AE/63.

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer aux Accords sur la Fourniture de Produits Agricoles, signés aujourd'hui¹ par les représentants de nos deux Gouvernements et de confirmer que votre interprétation est exacte.

Le Gouvernement de la République du Congo accordera, sur la demande du Gouvernement des États-Unis d'Amérique, les facilités pour convertir, en d'autres monnaies, deux pour cent des francs acquis à la suite de ventes selon l'Accord, pour le but de financer les activités du développement des marchés dans d'autres pays.

Je vous prie d'accepter, Excellence, les assurances renouvelées de ma très haute considération.

Léopoldville, le 23 février 1963

Le Ministre :

J. M. BOMBOKO

À son Excellence

Monsieur l'Ambassadeur
des États-Unis d'Amérique
Léopoldville

REPUBLIC OF THE CONGO
MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN TRADE

No. 12/130/151/CAB/AE/63.

Mr. Ambassador :

I have the honor to refer to the Agricultural Commodities Agreements³ signed today by the representatives of our two Governments and to confirm that your interpretation is correct.

The Government of the Republic of the Congo will grant, upon the request of the Government of the United States of America, facilities for converting, into other currencies, two per cent of the francs acquired as a result of the sales according to the Agreement, for the purpose of financing market development activities in other countries.

I beg you to accept, Excellency, the renewed assurances of my very high consideration.

Léopoldville, February 23, 1963

The Minister :

J. M. BOMBOKO

His Excellency

The Ambassador of the United States
of America
Léopoldville

¹ Voir p. 5 de ce volume.

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

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

³ See pp. 4 and 18 of this volume.

*The American Embassy to the
Congolesse Ministry of Foreign
Affairs*

*L'Ambassade des États-Unis d'Amé-
rique au Ministère des affaires
étrangères de la République du
Congo*

[TRADUCTION — TRANSLATION]

Aide-mémoire

This memorandum is for the purpose of clarifying language used in paragraph two of the letters exchanged today accompanying the two Agreements for the sale of American surplus agricultural products in the Congo for Congolesse Francs. The language of the paragraph appears to imply a conversion into other currencies in addition to the standard two per cent described in paragraph one. The Embassy asked for clarification on this point and has been assured by the Department of State that implementation of paragraph two will not require any conversion of Congolesse Francs.

E. A. G.

Embassy of the United States
of America

Leopoldville, February 23, 1963

Aide-mémoire

Le présent aide-mémoire a pour objet de préciser les termes du paragraphe 2 des lettres échangées aujourd'hui et accompagnant les deux Accords relatifs à la vente au Congo de surplus agricoles américains payables en francs congolais. Ce paragraphe semble impliquer une conversion en devises allant au-delà du pourcentage habituel de 2 p. 100 mentionné au paragraphe 1. L'Ambassade a demandé des éclaircissements sur ce point et le Département d'État lui a donné l'assurance que l'application du paragraphe 2 ne nécessiterait aucune conversion des francs congolais.

E. A. G.

Ambassade des États-Unis d'Amérique

Léopoldville, le 23 février 1963