

No. 7204

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 février 1963

Textes officiels anglais et français.

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

No. 7204. 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 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 to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes

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

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	\$5.45
Rice	4.53
Corn	2.85
Beans (pea)	0.99
Dried whole milk	2.82
Non-fat dry milk	0.41
Canned milk	0.58
Butter	0.20
Cheese	0.05
Frozen chicken	0.98
Canned chicken	1.01
Leaf tobacco	1.40
Ocean transportation	2.55
	TOTAL \$23.82

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

Aide-mémoire

[Not published herein; the text of these notes and aide-mémoire is identical to that attached to the Agreement No. 7203, see pp. 12 to 15 of this volume.]

[Non publiés avec le présent Accord; leur texte est identique à celui des notes et aide-mémoire joints à l'Accord n° 7203, voir p. 12 à 15 de ce volume.]