

No. 7108

**UNITED STATES OF AMERICA
and
GUINEA**

**Agricultural Commodities Agreement under Title I of the
Agricultural Trade Development and Assistance Act,
as amended (with exchange of notes). Signed at
Conakry, on 22 May 1963**

Official texts: English and French.

Registered by the United States of America on 6 February 1964.

**ÉTATS-UNIS D'AMÉRIQUE
et
GUINÉE**

**Accord relatif aux produits agricoles conclu en vertu du
titre I de la loi sur le développement des échanges com-
merciaux et de l'aide en produits agricoles, telle qu'elle
a été amendée (avec échange de notes). Signé à Conakry,
le 22 mai 1963**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 6 février 1964.

No. 7108. AGRICULTURAL COMMODITIES AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF THE REPUB-
LIC OF GUINEA UNDER TITLE I OF THE AGRICUL-
TURAL TRADE DEVELOPMENT AND ASSISTANCE ACT,
AS AMENDED. SIGNED AT CONAKRY, ON 22 MAY 1963

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

¹ Came into force on 22 May 1963, upon signature, in accordance with article VI.

francs, to purchasers authorized by the Government of the Republic of Guinea, of the following agricultural commodities in the amounts indicated :

<i>Commodity</i>	<i>Approx. quantity</i>	<i>Export market value (thousands)</i>
Evaporated milk	250 MT	\$76
Condensed milk	220 MT	112
Dry whole milk	220,000 lbs.	121
Butter	120,000 lbs.	37
Cheese	100,000 lbs.	31
Cornmeal	1,200 MT	100
Soybean oil	2,500 MT	783
Tobacco	350 MT	770
Ocean transportation (est.)		170
		TOTAL \$2,200

2. Applications for purchase authorizations will be made within 90 calendar days after the effective date of this Agreement, except that applications 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 Guinea francs accruing from such sales, and other relevant matters.

3. 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 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 loans to be made by the Agency for International Development under Section 104 (e) of the Act and for administrative expenses of the Agency for International Development in Guinea incident thereto, 25 percent of the Guinea francs accruing pursuant to this Agreement. It is understood that :

(1) Such loans under Section 104 (e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the Republic of Guinea for business development and trade expansion in the Republic of Guinea, and to United States firms and Guinean firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to the Agency for International Development of Washington and the Government of the Republic of Guinea, acting through the Bank of the Republic of Guinea. The Governor of the Bank of the Republic of Guinea, or his designate, will act for the Government of the Republic of Guinea, and the Administrator of the Agency for International Development of Washington, or his designate, will act for the Agency for International Development.

(3) Upon receipt of an application which the Agency for International Development is prepared to consider, it will inform the Bank of the Republic of Guinea of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan and the general purposes for which the loan proceeds would be expended.

(4) When the Agency for International Development is prepared to act favorably upon an application, it will so notify the Bank of the Republic of Guinea and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Republic of Guinea on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of notice that the Agency for International Development is prepared to act favorably upon an application, the Bank of the Republic of Guinea will indicate to the Agency for International Development whether or not the Bank has any objection to the proposed loan. Unless within the sixty-day period the Agency for International Development has received such a communication from the Bank of the Republic of Guinea, it shall be understood that the Bank has no objection to the proposed loan. When the Agency for International Development approves or declines the proposed loan, it will notify the Bank.

(6) In the event the Guinea francs set aside for loans under Section 104 (e) of the Act are not advanced within three years from the date of the Agreement because the Agency for International Development of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Agency for International Development of Washington and the Bank of the Republic of Guinea, the Government of the United States of America may use the francs for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Republic of Guinea under Section 104 (g) of the Act, fifty-one 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 any 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

1. The Government of Guinea will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to the Agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) ; to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America) ; and to insure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same 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 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 will 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 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.

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 22nd day of May 1963.

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 Posts and Telecommunica-
tions* *L'Ambassadeur des États-Unis d'Amé-
rique au Ministre des postes et télécom-
munications de la République de Guinée*

EMBASSY OF THE UNITED STATES OF AMERICA
CONAKRY

May 22, 1963

Excellency :

I have the honor to refer to the Agricultural Commodities Agreement signed today¹ between the Government of the United States of America and the Government of the Republic of Guinea and to confirm my Government's understandings of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to the following :

1. The Government of the Republic of Guinea will procure and import with its own resources from the United States of America and countries friendly to the United States of America during the calendar year ending December 31, 1963, at least 1,000 metric tons of dairy products, 2,500 metric tons of edible vegetable oils and 300 metric tons of tobacco or tobacco products.

2. With respect to paragraph A of Article II of the Agreement, the Government of the Republic of Guinea will provide, upon the request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of two per cent of the Guinea francs accruing from sales under the Agreement for the purpose of Section 104 (a) of the Act. These facilities for conversion will be used to finance agricultural market development projects and activities in other countries.

3. 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 the travel (including connecting travel) is to or through Guinea, and for travel within the United States of America or other areas outside Guinea when the travel is part of a trip in which the traveler travels from, to or through Guinea. 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 Guinea francs may be utilized shall not be limited to services provided by Guinea transportation facilities.

4. It is understood that the Government of Guinea may, at its discretion, arrange or the processing in the United States of America of any leaf tobacco at its own expense.

¹ See p. 252 of this volume.

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

[TRADUCTION — TRANSLATION]

AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE
CONAKRY

Le 22 mai 1963

Monsieur le Ministre,

[Voir note II]

Veillez agréer, etc.

William ATTWOOD

Son Excellence Monsieur Alassane Diop
Ministre des postes et télécommunications
Conakry

II

*The Guinean Minister of Posts and
Telecommunications to the American
Ambassador*

*Le Ministre des Postes et Télécommuni-
cations de la République de Guinée à
l'Ambassadeur des États-Unis d'Amé-
rique*

RÉPUBLIQUE DE GUINÉE

MINISTÈRE DES POSTES ET COMMUNICATIONS

Conakry, le 22 mai 1963

Réf. : 28/MPT/CAB

Le Ministre des Postes et Télécommunications
à Monsieur l'Ambassadeur des U.S.A. en Guinée

Monsieur l'Ambassadeur,

Je me réfère à votre lettre du 22 mai 1963 dont le texte est le suivant :

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF GUINEA

MINISTRY OF POSTS AND TELECOMMUNICATIONS

Conakry, May 22, 1963

Ref. 28/MPT/CAB

The Minister of Posts and Telecommunications
to the Ambassador of the United States of America in Guinea

Mr. Ambassador :

I refer to your note of May 22, 1963, the text of which reads as follows :

[*See note I*]

I have the honor to confirm that my Government agrees to the provisions contained in the above-mentioned note.

Accept, Excellency, the assurance of my high consideration.

A. DIOP

His Excellency William Attwood
Ambassador of the United States of America in Guinea

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

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