

1688

No. 7882

---

**UNITED STATES OF AMERICA  
and  
SIERRA LEONE**

**Agricultural Commodities Agreement under Title IV of  
the Agricultural Trade Development and Assistance  
Act, as amended (with exchange of notes). Signed  
at Freetown, on 29 January 1965**

*Official text: English.*

*Registered by the United States of America on 12 August 1965.*

---

**ÉTATS-UNIS D'AMÉRIQUE  
et  
SIERRA LEONE**

**Accord relatif aux produits agricoles, conclu dans le  
cadre du titre IV de la loi tendant à développer et  
à favoriser le commerce agricole, telle qu'elle a été  
modifiée (avec échange de notes). Signé à Freetown,  
le 29 janvier 1965**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 12 août 1965.*

No. 7882. AGRICULTURAL COMMODITIES AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE UNITED STATES  
OF AMERICA AND THE GOVERNMENT OF SIERRA  
LEONE UNDER TITLE IV OF THE AGRICULTURAL  
TRADE DEVELOPMENT AND ASSISTANCE ACT, AS  
AMENDED. SIGNED AT FREETOWN, ON 29 JANUARY  
1965

---

The Government of the United States of America and the Government of Sierra Leone :

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Sierra Leone ;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade ;

Recognizing further that by providing such commodities to Sierra Leone under long-term supply and credit arrangements, the resources and manpower of Sierra Leone can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use ;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Sierra Leone pursuant to Title IV of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act) ;

Have agreed as follows :

*Article I*

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Sierra Leone of credit 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

---

<sup>1</sup> Came into force on 29 January 1965, upon signature, in accordance with article V.

to finance, during the periods specified in the following table or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of Sierra Leone, of the following commodities:

<i>Commodity</i>	<i>Supply Period</i>	<i>Approximate Maximum Quantity</i>	<i>Maximum Export Market Value To be Financed (1,000)</i>
Cotton (including the raw cotton equivalent of cotton textiles produce in the United States of America) . . .	U.S. Fiscal Year 1965	5,000 Bales	\$650
Edible oil . . . . .	U.S. Fiscal Year 1965	200 Metric Tons	66
Wheat flour . . . . .	U.S. Fiscal Year 1965	2,000 Metric Tons	176
Feed grains . . . . .	U.S. Fiscal Year 1965	250 Metric Tons	16
Tobacco . . . . .	U.S. Fiscal Year 1965	75 Metric Tons	141
Ocean transportation (estimated) . . . . .			74
			TOTAL \$ 1,123

1. The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

3. The financing, sale and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale and delivery is unnecessary or undesirable.

## *Article II*

### CREDIT PROVISIONS

1. The Government of Sierra Leone will pay or cause to be paid, in U.S. dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except

excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in 19 approximately equal annual payments, the first of which shall become due two years after the date of last delivery of commodities in such calendar year. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall begin on the date of last delivery of commodities in such calendar year and be paid not later than the date on which the annual payment of principal becomes due. The interest shall be computed at the rate of one percent per annum during the period from the date of last delivery of commodities in such calendar year and the due date of the first annual payment of principal and at 2 ½ percent per annum thereafter.

4. All payments shall be made in United States dollars and the Government of Sierra Leone shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

### *Article III*

#### GENERAL PROVISIONS

1. The Government of Sierra Leone will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this agreement ; 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 on the final date on which said commodities are being received and utilized (except where such export is specifically ap-

proved by the Government of the United States of America) ; and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of these or like commodities to other countries.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. The Government of Sierra Leone agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

4. In carrying out the provisions of this agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for commodities.

#### *Article IV*

##### 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 entered into pursuant to this agreement.

#### *Article V*

##### 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 Freetown, Sierra Leone in duplicate this 29th day of January 1965.

For the Government  
of the United States of America :

Andrew V. CORRY

For the Government  
of Sierra Leone :

A. MARGAI

## EXCHANGE OF NOTES

## I

*The American Ambassador to the Prime Minister of Sierra Leone*

Freetown, January 29, 1965

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 Sierra Leone signed today, and to inform you of my Government's understanding of the following :

With regard to paragraph 3 of Article III of the agreement, the Government of Sierra Leone agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement : the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped. In addition, the Government of Sierra Leone agrees to furnish quarterly : (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Sierra Leone showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under the agreement.

Any leones resulting from the sale within Sierra Leone of the commodities purchased pursuant to the agreement which are loaned by the Government of Sierra Leone to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Sierra Leone.

The Government of Sierra Leone will use the West African pounds or leones resulting from the sale of commodities financed under the agreement for economic and social development programs as may be mutually agreed upon by our two Governments.

Upon request, the Government of Sierra Leone agrees to furnish the Government of the United States of America reports showing the total West African pounds or leones available to the Government of Sierra Leone from

the sale of the commodities and reports listing the projects being undertaken including information on the name, location and amount invested in each project.

In agreeing that the delivery of commodities pursuant to the agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of Sierra Leone agrees that Sierra Leone will, in addition to the commodities to be programmed under the agreement, import from free world sources, including the United States of America, during Fiscal Year 1965 or any subsequent period during which the commodities purchased under the agreement are being imported, 16,000 metric tons of wheat and/or wheat flour on a grain equivalent basis ; 921 metric tons of tobacco and/or tobacco products, of which at least 75 metric tons will be from the United States of America ; 1,000 metric tons of feed grains ; 17,800 bales of cotton and/or textiles with a cotton content equivalent to 17,800 bales ; and 2,000 metric tons of edible vegetable oils, of which at least 265 metric tons will be from the United States of America.

It is further understood that if the cotton purchased under the agreement is processed into textiles in a third country the Government of Sierra Leone agrees to furnish the Government of the United States of America a copy of the cotton textile processing contract in addition to a copy of the letter of credit opened in the country in which the cotton textile processing is to take place and a copy of the bill of lading from the country producing the textiles.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of Sierra Leone.

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

Andrew V. CORRY

The Honorable Sir Albert M. Margai  
Prime Minister of Sierra Leone  
Freetown

## II

### *The Prime Minister of Sierra Leone to the American Ambassador*

UNITY — FREEDOM — JUSTICE

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 Sierra Leone signed today, and to inform you of my Government's understanding of the following :

[*See note I*]

This is in confirmation that the foregoing also represents the understanding of the Government of Sierra Leone.

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

A. MARGAI  
Prime Minister, Sierra Leone

29th January, 1965

His Excellency Mr. Andrew V. Corry  
United States Ambassador to Sierra Leone  
American Embassy  
Freetown

---