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No. 7941

**UNITED STATES OF AMERICA
and
IVORY COAST**

**Agricultural Commodities Agreement under Title IV of the
Agricultural Trade Development and Assistance Act,
as amended (with exchange of notes). Signed at Abi-
djan, on 5 April 1965**

Official text of the Agreement: English.

Official texts of the notes: English and French.

Registered by the United States of America on 24 September 1965.

**ÉTATS-UNIS D'AMÉRIQUE
et
CÔTE D'IVOIRE**

**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 Abidjan, le 5 avril 1965**

Texte officiel de l'Accord anglais.

Textes officiels des notes anglais et français.

Enregistré par les États-Unis d'Amérique le 24 septembre 1965.

No. 7941. AGRICULTURAL COMMODITIES AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF IVORY COAST
UNDER TITLE IV OF THE AGRICULTURAL TRADE
DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED,
SIGNED AT ABIDJAN, ON 5 APRIL 1965

The Government of the United States of America and the Government of Ivory Coast :

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 Ivory Coast ;

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 Ivory Coast under long-term supply and credit arrangements, the resources and manpower of Ivory Coast 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 Ivory Coast 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 Ivory Coast of credit purchase authorizations and

¹ Came into force on 5 April 1965, upon signature, in accordance with article V.

to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes 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 Ivory Coast, of the following commodities :

<i>Commodity</i>	<i>Supply Period</i>	<i>Approximate Maximum Quantity (Metric Tons)</i>	<i>Maximum Export Market Value to be Financed (1000)</i>
Rice	Calendar Year 1965	30,000	\$3,638
Ocean transportation (estimated) . . .			369
		TOTAL	\$4,007

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 Ivory Coast will pay, or cause to be paid, in United States 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 annual payments, the first annual payment will

be due on March 31 immediately following the calendar year of shipment. This payment will be for 20 percent of the amount of commodity value (including related ocean transportation and insurance in the case of C&F or C.I.F. shipments) financed by CCC on shipments made during the preceding calendar year. Payments for balance of amounts financed in connection with shipments made in each calendar year, plus the accrued interest, will be made in 18 approximately equal annual installments due on March 31 of successive calendar years. 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 $2\frac{1}{2}$ percent per annum.

4. All payments shall be made in United States dollars and the Government of Ivory Coast 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 Ivory Coast 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 approved 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 Ivory Coast 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 Abidjan in duplicate this Fifth day of April 1965.

For the Government
of the United States of America :

Leslie L. ROOD
Chargé d'Affaires ad interim

For the Government
of the Ivory Coast :

Raphaël SALLER
Minister of Finance,
Economic Affairs and Plan

EXCHANGE OF NOTES — ÉCHANGE DE NOTES

I

The American Chargé d'Affaires ad interim to the Minister of Finance, Economic Affairs and Plan of Ivory Coast *Le Chargé d'Affaires par intérim des États-Unis d'Amérique au Ministre des finances, des affaires économiques et du plan de la Côte d'Ivoire*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 26

Abidjan, April 5, 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 Ivory Coast signed today, and to state my Government's understanding of the following :

With regard to paragraph 3 of Article III of the agreement, the Government of Ivory Coast 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 Ivory Coast 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 Ivory Coast 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 CFA francs resulting from the sale within Ivory Coast of the commodities purchased pursuant to the agreement which are loaned by the Government of Ivory Coast to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Ivory Coast.

As agreed in conversations which have taken place between representatives of our two Governments, the Government of Ivory Coast will use CFA francs 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 Ivory Coast will furnish the Government of the United States of America reports showing the total CFA francs available to the Government of Ivory Coast 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 Ivory Coast agrees that Ivory Coast will, in addition to the commodities to be programmed under the agreement, import from free world sources, including the United States of America, during Calendar Year 1965 or any subsequent period during which the commodities purchased under the agreement are being imported, 30,000 metric tons of rice.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of Ivory Coast.

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

Leslie L. Rood

His Excellency Raphaël Saller
Minister of Finance Economic Affairs and Plan
Abidjan

[TRADUCTION — TRANSLATION]

AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE

N° 26

Abidjan, le 5 avril 1965

Monsieur le Ministre,

J'ai l'honneur de me référer à l'Accord relatif aux produits agricoles conclu ce jour entre le Gouvernement des États-Unis d'Amérique et le Gouvernement de la Côte d'Ivoire et de vous faire connaître l'interprétation de mon Gouvernement touchant les dispositions suivantes :

[Voir note II]

Je vous serais obligé de bien vouloir confirmer que l'interprétation susmentionnée est également celle du Gouvernement de la Côte d'Ivoire.

Veillez agréer, etc.

Leslie L. Rood

Son Excellence Monsieur Raphaël Saller
Ministre des finances, des affaires économiques et du plan
Abidjan

II

*The Minister of Finance, Economic
Affairs and Plan of Ivory Coast to the
American Ambassador*

*Le Ministre des finances, des affaires
économiques et du plan de la Côte
d'Ivoire à l'Ambassadeur des États-
Unis d'Amérique*

RÉPUBLIQUE DE CÔTE D'IVOIRE
Union — Discipline — Travail

MINISTÈRE DES FINANCES, DES AFFAIRES ÉCONOMIQUES ET DU PLAN
Le Ministre

Abidjan, le 5 avril 1965

N° 656 FAEP/M/CSN

à Monsieur l'Ambassadeur des États-Unis d'Amérique
Abidjan

Excellence,

En réponse à votre note diplomatique en date du 5 avril 1965 et me référant à l'Accord sur les Produits Agricoles, conclu ce jour entre le Gouvernement des États-Unis d'Amérique et le Gouvernement de la République de Côte d'Ivoire, j'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur les dispositions qui suivent :

« En ce qui concerne le paragraphe 3 de l'Article III du présent Accord, le Gouvernement de la Côte d'Ivoire s'engage à fournir tous les trois mois les renseignements suivants, relatifs à chaque cargaison réceptionnée au titre de cet Accord : le nom du navire, le port et la date d'arrivée, le produit et la quantité reçue, l'état de la marchandise, la date de débarquement et la situation de la cargaison, c'est-à-dire : entreposée, répartie localement, et si réembarquée, sa destination. De plus, le Gouvernement de la Côte d'Ivoire s'engage à fournir aussi tous les trimestres (a) un compte rendu des mesures prises pour éviter la revente ou le transit des marchandises fournies, (b) l'assurance que le programme n'aura pas pour effet d'augmenter les disponibilités de ces produits ou des produits similaires au bénéfice d'autres pays, et (c) un rapport montrant les progrès effectués dans l'exécution des engagements sur les marchés habituels, accompagné de statistiques sur les importations et exportations du pays d'origine ou de destination de ces produits ou de produits similaires à ceux importés sous le présent Accord.

« Tous les Francs C.F.A. provenant de la vente en Côte d'Ivoire des produits achetés au titre du présent Accord et que le Gouvernement de la Côte d'Ivoire a prêtés à des entreprises privées ou non gouvernementales, doivent être prêtés à des taux d'intérêt approximativement égaux à ceux imposés pour des prêts équivalents en Côte d'Ivoire.

« Selon l'Accord intervenu au cours des entretiens qui ont eu lieu entre les représentants de nos deux gouvernements, le Gouvernement de la Côte d'Ivoire utilisera les Francs C.F.A. provenant de la vente des produits financés au titre du présent Accord, pour les programmes de développement économique et social tels qu'ils ont été établis par nos deux gouvernements.

« Sur requête, le Gouvernement de la Côte d'Ivoire fournira au Gouvernement des États-Unis d'Amérique un relevé de compte des Francs C.F.A. disponibles, résultant de la vente, et la liste des projets entrepris, y compris le nom, le lieu et le montant investi pour chaque projet.

« Étant d'accord pour que la livraison des produits, objet du présent Accord, n'affecte pas indûment les prix mondiaux de ces produits agricoles ou n'entrave pas les pratiques commerciales d'usage établies avec les pays amis, le Gouvernement de la Côte d'Ivoire s'engage, en plus des marchandises soumises au présent Accord, à importer de divers pays du monde libre, y compris les États-Unis d'Amérique, 30 000 tonnes métriques de riz, durant l'année civile 1965 ou une autre période que pourra couvrir le présent Accord. »

Je vous prie de bien vouloir agréer, Excellence, l'assurance de ma haute considération.

[SCEAU] R. SALLER

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF IVORY COAST
Union — Discipline — Labor

MINISTRY OF FINANCE, ECONOMIC AFFAIRS AND PLAN
The Minister

No. 656 FAEP/M/CSN

Abidjan, April 5, 1965

To the Ambassador of the United States of America
Abidjan

Excellency :

In reply to your diplomatic note of April 5, 1965 and with reference to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of Ivory Coast signed today, I have the honor to confirm the agreement of my Government to the following provisions :

[See note I]

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

[SEAL] R. SALLER

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

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