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No. 7600
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**UNITED STATES OF AMERICA
and
CONGO (LEOPOLDVILLE)**

**Agricultural Commodities Agreement under Title I of the
Agricultural Trade Development and Assistance Act,
as amended (with exchange of notes). Signed at
Leopoldville, on 28 April 1964**

Official texts: English and French.

Registered by the United States of America on 25 February 1965.

**ÉTATS-UNIS D'AMÉRIQUE
et
CONGO (LÉOPOLDVILLE)**

**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). Signé à Léopoldville, le 28 avril 1964**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 25 février 1965.

No. 7600. 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, AS AMENDED. SIGNED AT LEO-
POLDVILLE, ON 28 APRIL 1964

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 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;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Republic of 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 the specified commodities under the Act at the time of exportation, the Government of the United States of America

¹ Came into force on 28 April 1964, upon signature, in accordance with article VI.

undertakes 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	\$ 4.7
Rice	3.9
Corn	1.5
Tobacco	7.8
Beans	1.0
Bulgur	0.1
Ocean Transportation (estimated)	1.9
	<hr/> \$20.9

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts 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. 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 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 proportions shown :

A. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (s) of Section 104 of the Act, or under any such subsections, 15 percent of the Congo francs accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104 (e) of the Act and for administrative expenses of AID in the Republic of the Congo incident thereto, 15 percent of the Congo 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 the Congo for business development and trade expansion in the Republic of the Congo and to United States firms and Congolese 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 AID and the Government of the Republic of the Congo acting through the Bureau of Economic Coordination (hereinafter referred to as the Bureau). The Director of the Bureau, or his designate, will act for the Government of the Republic of the Congo and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Bureau 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 AID is prepared to act favorably upon an application, it will so notify the Bureau 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 the Congo on comparable loans, and the maturities will be consistent with the purposes of the financing.

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

(6) In the event the Congo francs set aside for loans under Section 104 (e) of the Act are not advanced within 5 years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Bureau, the Government of the United States of America may use the Congo francs for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Republic of the Congo under Section 104 (g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of the Republic of the Congo, as may be mutually agreed, 70 percent of the Congo francs accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Congo francs for loan purposes under Section 104 (g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Congo francs for any purpose authorized by Section 104 of the Act.

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 disbursement 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 the Congo, or
- (b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of the Republic of the Congo and the Government of the United States of America.

2. 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 may, in the event that any subsequent agreement or agreements should be signed by the two Governments under the Act, be made by the Government of the United States of America from funds available from the most recent agreement in effect at the time of the refund.

Article IV

GENERAL UNDERSTANDINGS

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 of the agricultural commodities purchased

pursuant to this 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 ensure 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 and 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 quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and 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

This 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, in duplicate, this 28th day of April, 1964.

For the Government
of the United States of America :

G. MCMURTRIE GODLEY

For the Government
of the Republic of the Congo :

ADOULA

EXCHANGE OF NOTES — ÉCHANGE DE NOTES

I

[TRADUCTION — TRANSLATION]

*The American Ambassador
to the Congolese Prime Minister*

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

Leopoldville April 28, 1964

Léopoldville, le 28 avril 1964

No. 351

N° 351

Excellency :

Monsieur le Ministre,

I have the honor to refer to the Agricultural Commodities Agreement signed today¹ by representatives of our two Governments and to inform you of my Government's understanding of the following :

Me référant à l'Accord sur la fourniture de produits agricoles signé ce jour¹ par les représentants de nos deux Gouvernements, j'ai l'honneur de vous faire connaître la façon dont mon Gouvernement interprète certains aspects de cet Accord :

(1) In expressing its agreement with the Government of the United States of America that the above mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Republic of the Congo agrees that it will procure and import with its own resources in addition to purchases under the terms of the Agreement, at least, 1,300 metric tons of unmanufactured tobacco during the United States calendar year 1964, of which not less than 275 metric tons will be from the United States. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made.

1. En convenant, avec le Gouvernement des États-Unis d'Amérique, que les livraisons susmentionnées ne doivent pas entraîner de modifications excessives des prix mondiaux des produits agricoles ou compromettre les relations commerciales entre nations amies, le Gouvernement de la République du Congo s'engage à acheter, et à importer au cours de l'année 1964, à l'aide de ses propres ressources et en plus des achats prévus aux termes de l'Accord, au moins 1 300 tonnes de tabac brut dont 275 tonnes au moins en provenance des États-Unis. Si les livraisons se poursuivent au-delà de l'année 1964, les quantités à acheter au titre des importations commerciales habituelles seront déterminées pour cette nouvelles période au moment où sera demandée la prolongation de ces livraisons.

(2) With regard to paragraph 4 of Article IV of the agreement the Government of the Republic of the Congo agrees

2. En ce qui concerne le paragraphe 4 de l'article IV de l'Accord, le Gouvernement de la République du Congo s'engage

¹ See p. 56 of this volume.

¹ Voir p. 57 de ce volume.

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 the Republic of the Congo agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished and to assure that the program will not result in increased availability of the same or like commodities to other nations and (b) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of the Republic of the Congo further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

(3) 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 non-dollar currencies of the following amounts of Congo francs: For purposes of Section 104 (a) of the Act, \$418,000 worth of Congo francs or two percent of the Congo francs accruing under the Agreement, whichever is greater; for purposes of Section 104 (h) of the Act and for purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to a total of \$300,000 worth of Congo francs to finance educational and cultural exchange programs and activities in other countries.

à fournir, tous les trimestres, les renseignements ci-après concernant chaque envoi de produits reçu au titre de l'Accord: le nom de chaque navire; la date de son arrivée; le port d'arrivée; la nature du produit et la quantité reçue; l'état dans lequel il a été reçu; la date où a été terminé le déchargement et la manière dont a été utilisée la cargaison, c'est-à-dire si elle a été entreposée, distribuée localement ou réexpédiée et, en ce cas, à quelle destination. En outre, le Gouvernement de la République du Congo s'engage à fournir, tous les trimestres: a) une liste des mesures qu'il aura prises pour empêcher la revente ou la réexpédition des produits livrés et pour faire en sorte que le programme n'ait pas pour effet de permettre l'exportation vers d'autres pays de quantités accrues de ces produits ou de produits analogues, et b) un exposé des mesures qu'il aura prises pour s'acquitter de ses engagements touchant le maintien des importations commerciales normales.

Le Gouvernement de la République du Congo s'engage en outre à joindre aux renseignements susmentionnés les statistiques d'exportation et d'importation, par pays d'origine ou de destination, de produits identiques ou analogues à ceux qui seront importés au titre de l'Accord.

3. Le Gouvernement de la République du Congo, à la demande du Gouvernement des États-Unis d'Amérique, facilitera la conversion des sommes suivantes en devises autres que le dollar: aux fins de l'alinéa a de l'article 104 de la loi, 2 p. 100 des francs congolais provenant des ventes prévues dans l'Accord, et au minimum l'équivalent en francs congolais de 418.000 dollars; aux fins de l'alinéa h de l'article 104 de la loi et aux fins du *Mutual Educational and Cultural Exchange Act* de 1961, l'équivalent en francs congolais de 300 000 dollars au maximum pour financer des activités et des programmes d'échanges éducatifs et culturels dans d'autres pays.

(4) The Government of the United States of America may utilize Congo 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 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 the Republic of the Congo when the 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 Congo francs may be utilized shall not be limited to services provided by the Republic of the Congo's transportation facilities and that the recipient of any Congo francs under this paragraph shall be allowed to convert such Congo francs into any freely convertible currency without affecting the convertibility of any other Congo francs by the recipient.

I would appreciate receiving your Excellency's confirmation of the above understanding.

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

G. McMURTRIE GODLEY

His Excellency
Monsieur Cyrille Adoula
Prime Minister
Central Government
Leopoldville

4. 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 intermédiaires), ainsi que des voyages à l'intérieur des États-Unis d'Amérique ou de pays 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 et que toute personne qui aura reçu des francs congolais au titre des présentes dispositions pourra les convertir en toute autre monnaie librement convertible sans que soit limitée, pour l'intéressé, la possibilité de convertir d'autres francs congolais.

Je vous serais obligé de bien vouloir me confirmer votre accord sur ce qui précède.

Veillez agréer, etc.

G. McMURTRIE GODLEY

Son Excellence
Monsieur Cyrille Adoula
Premier Ministre
du Gouvernement central
Léopoldville

II

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

*The Congolese Prime Minister
to the American Ambassador*

[TRANSLATION¹ — TRADUCTION²]

RÉPUBLIQUE DU CONGO

CABINET DU PREMIER MINISTRE

N° 1015/64/CAB/P.M.

Léopoldville, le 28 avril 1964

Objet : *Accord sur la Fourniture de
Produits Agricoles*

À son Excellence
M. G. McMurtrie Godley
Ambassadeur des États-Unis
d'Amérique
Léopoldville

Excellence,

J'ai l'honneur de me référer à l'Accord sur la Fourniture de Produits Agricoles signé aujourd'hui par les représentants de nos deux Gouvernements et d'accuser réception de votre lettre n° 351 en date du 28 avril 1964 concernant les stipulations de l'Accord en question.

Je confirme par la présente que le Gouvernement de la République du Congo est en accord avec tous les points mentionnés dans la lettre précitée et qu'il remplira toutes ses obligations vis-à-vis des stipulations y contenues.

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

Le Premier Ministre :

[SCEAU] C. ADOULA

REPUBLIC OF THE CONGO

OFFICE OF THE PRIME MINISTER

No. 1015/64/CAB/P.M.

Léopoldville, April 28, 1964

Subject : *Agreement concerning the fur-
nishing of agricultural commodities*

His Excellency
G. McMurtrie Godley
Ambassador of the United States
of America
Léopoldville

Excellency :

I have the honor to refer to the Agreement concerning the furnishing of agricultural commodities signed today by the representatives of our two Governments and to acknowledge receipt of your note No. 351 dated April 28, 1964 on the terms of the Agreement in question.

I hereby confirm that the Government of the Republic of the Congo agrees to all the points mentioned in the aforesaid note and that it will fulfill all its obligations with regard to the terms contained therein.

Accept, Excellency, the assurance of my high consideration.

[SEAL] C. ADOULA

Prime Minister

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

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