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No. 7611

**UNITED STATES OF AMERICA
and
IVORY COAST**

**Agricultural Commodities Agreement under Title I of the
Agricultural Trade Development and Assistance Act,
as amended (with exchange of notes). Signed at Abid-
jan, on 10 March 1964**

Official text of Agreement: English.

Official texts of notes: English and French.

Registered by the United States of America on 26 February 1965.

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

**Accord relatif aux produits agricoles, conclu dans le cadre
du titre I 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 10 mars 1964**

Texte officiel de l'Accord: anglais.

Textes officiels des notes: anglais et français.

Enregistré par les États-Unis d'Amérique le 26 février 1965.

No. 7611. AGRICULTURAL COMMODITIES AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED
STATES OF AMERICA AND THE GOVERNMENT OF
THE IVORY COAST UNDER TITLE I OF THE AGRI-
CULTURAL TRADE DEVELOPMENT AND ASSISTANCE
ACT, AS AMENDED. SIGNED AT ABIDJAN, ON 10
MARCH 1964

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

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 those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for the Communauté Financière Africaine francs (hereinafter referred to as CFA francs) of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the CFA 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 Ivory Coast 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 CFA FRANCS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Ivory Coast 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

¹ Came into force on 10 March 1964, upon signature, in accordance with article VI.

for CFA francs to purchasers authorized by the Government of the Ivory Coast of the following agricultural commodities in the amount indicated :

<i>Commodity</i>	<i>Export Market Value (millions)</i>
Rice, milled	\$2.47
Tallow, inedible	0.98
Ocean transportation	0.35
	<hr/>
TOTAL	\$3.80

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 CFA 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 CFA FRANCS

The CFA 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 of such subsections, thirty-five percent of the CFA 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 Ivory Coast incident thereto, fifteen percent of the CFA 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 Ivory Coast for business development and trade expansion in the Ivory Coast

- and to United States firms and Ivory Coast 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 Ivory Coast, acting through the Ministry of Finance, Economic Affairs and Plan (hereinafter referred to as the Ministry). The Minister of Finance, Economic Affairs and Plan or his designate, will act for the Government of the Ivory Coast, 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 Ministry 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 Ministry 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 Ivory Coast 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 Ministry will indicate to AID whether or not the Ministry has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Ministry, it shall be understood that the Ministry has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Ministry.
 - (6) In the event the francs set aside for loans under Section 104 (e) of the Act are not advanced within three 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 Ministry, the Government of the United States of America may use the CFA francs for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Ivory Coast 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 Ivory Coast, as may be mutually agreed, fifty percent of the CFA 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 CFA 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 CFA francs for any purpose authorized by Section 104 of the Act.

Article III

DEPOSIT OF CFA FRANCS

1. The amount of CFA 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 CFA 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 Ivory Coast, 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 Ivory Coast and the Government of the United States of America.

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 the Ivory Coast CFA 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 Ivory Coast 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 exports are 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 Ivory Coast will furnish information upon the request of the Government of the United States of America 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

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 Abidjan in duplicate this Tenth day of March, 1964.

For the Government
of the Ivory Coast :
Raphaël SALLER
Minister of Finance
Economic Affairs and Plan

For the Government
of the United States of America :
James W. WINE
Ambassador

[SEAL]

EXCHANGE OF NOTES — ÉCHANGE DE NOTES

I

The American Ambassador to the Minister of Finance, Economic Affairs and Plan of Ivory Coast *L'Ambassadeur des États-Unis d'Amérique au Ministre des finances, des affaires économiques et du plan de la Côte-d'Ivoire*

No. 38

Abidjan, March 10, 1964

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 the Ivory Coast signed today and to confirm my Government's understanding of agreement reached in conversations which have taken place between representatives of our two Governments with respect to the following :

(1) The Republic of the Ivory Coast agrees that it will procure and import with its own resources at least 25,000 metric tons of rice and 1,000 metric tons of tallow from the United States of America and countries friendly to the United States of America during the calendar year 1964, in addition to purchases under the cited agreement. 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.

(2) For purposes of Section 104 (a) and 104 (h) of the Act, the Government of the Republic of the Ivory Coast will provide, upon request of the Government of the United States of America, facilities for the conversion into other nondollar currencies of the following amounts of CFA francs : For 104 (a) purposes, \$76,000 worth of CFA francs, or two percent of the CFA francs accruing under the Agreement, whichever is greater; for 104 (h) purposes and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to a total of \$75,000 worth of CFA francs. Currencies obtained through these provisions will be utilized in the case of Section 104 (a) to finance agricultural market development activities in other countries and in the case of 104 (h) to finance educational exchange programs and activities in other countries.

(3) The Government of the United States of America may utilize CFA francs in the Ivory Coast to pay for international travel originating in the Ivory Coast, or originating outside the Ivory Coast when the travel (including connecting travel) is to or through the Ivory Coast, and for travel within the United States of America or other areas outside the Ivory Coast when the travel is part of a trip in which the traveler travels from, to or through the Ivory Coast. It is understood that these funds are intended to cover 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 CFA francs may be utilized shall not be limited to services provided by the Ivory Coast transportation facilities.

I shall appreciate receiving your Excellency's confirmation of the above understandings.

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

James W. WINE
Ambassador

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

[TRADUCTION — TRANSLATION]

N° 38

Abidjan, le 10 mars 1964

Monsieur le Ministre,

[*Voir note II*]

Veillez agréer, etc.

James W. WINE
Ambassadeur

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*

MINISTÈRE DES FINANCES, DES AFFAIRES ÉCONOMIQUES ET DU PLAN
RÉPUBLIQUE DE CÔTE-D'IVOIRE
Union — Discipline — Travail

Le Ministre

N° 87FAEP/M/CSN

Abidjan, le 10 Mars 1964

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

Excellence,

Je me réfère à votre lettre du 10 Mars 1964 dont le texte traduit en français est le suivant :

J'ai l'honneur de vous confirmer que les dispositions mentionnées dans votre lettre, ci-dessus reproduite, correspondent bien au sens donné par mon Gouvernement à l'accord intervenu entre nous.

Je vous prie d'agréer, Excellence, les assurances de ma très haute considération.

R. SALLER

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FINANCE, ECONOMIC AFFAIRS AND PLAN
IVORY COAST REPUBLIC
Union — Discipline — Labor

The Minister

No. 87FAEP/M/CSN

Abidjan, March 10, 1964

His Excellency the Ambassador
of the United States of America
Abidjan

Excellency :

I refer to your note of March 10, 1964, the text of which translated into French reads as follows :

[*See note I*]

I have the honor to confirm that the provisions contained in your note, reproduced above, are exactly in accordance with my Government's understanding of the agreement concluded between us.

Accept, Excellency, the assurances of my very high consideration.

R. SALLER

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

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