

**UNITED STATES OF AMERICA
and
SENEGAL**

Agricultural Commodities Agreement under the Agricultural Trade Development and Assistance Act, as amended (with exchange of notes). Signed at Dakar, on 3 July 1963

Exchange of notes constituting an agreement amending the above-mentioned Agreement. Dakar, 24 January 1964

Official texts of the Agreement of 3 July 1963 (exclusive of the notes exchanged on that date) and of the notes of 24 January 1964: English and French.

Official text of the notes of 3 July 1963: French.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
SÉNÉGAL**

Accord relatif aux produits agricoles conclu en vertu de la loi (modifiée) sur le développement des échanges commerciaux et de l'aide en produits agricoles (avec échange de notes). Signé à Dakar, le 3 juillet 1963

Échange de notes constituant un avenant à l'Accord susmentionné. Dakar, 24 janvier 1964

Textes officiels de l'Accord du 3 juillet 1963 (à l'exclusion des notes échangées à cette date) et des notes du 24 janvier 1964: anglais et français.

Texte officiel des notes du 3 juillet 1963: français.

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

No. 7620. AGRICULTURAL COMMODITIES AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF THE REPUB-
LIC OF SENEGAL UNDER THE AGRICULTURAL TRADE
DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED.
SIGNED AT DAKAR, ON 3 JULY 1963

The Government of the United States of America and the Government of the Republic of Senegal ;

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 CFA francs of surplus 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 Republic of Senegal 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 Republic of Senegal 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 sales for CFA

¹ Came into force on 3 July 1963, upon signature, in accordance with article VI.

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

<i>Commodity</i>	<i>Export Market Value (Thousands)</i>
Yellow grain sorghum	\$503
Ocean transportation (estimated)	\$119
	<hr/>
	TOTAL \$622

2. Applications for purchase authorizations will be made within 90 calendar days of 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 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 CFA francs accruing from such sale, and other relevant matters.

3. The financing, sale and delivery of commodities under this Agreement may be terminated after notification 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 two Governments agree that 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 amounts shown :

A. For United States expenditures under subsection (a), (b), (c), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, 35 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 Republic of Senegal incident thereto, 15 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 Republic of Senegal for business development and trade expansion in the Republic of Senegal, and to United States firms and Senegalese 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 Senegal, acting through the Secrétariat d'État Chargé du Plan et du Développement. The Secrétaire d'État Chargé du Plan et du Développement, or his designate, will act for the Government of the Republic of Senegal, and the Administrator of AID, or his designate, will act for AID.
- (3) Upon receipt of an application which AID is prepared to consider, it will inform the Secrétariat d'État Chargé du Plan et du Développement 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 Secrétariat d'État Chargé du Plan et du Développement 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 Senegal 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 Secrétariat d'État Chargé du Plan et du Développement will indicate to AID whether or not the Secrétariat d'État has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Secrétariat d'État Chargé du Plan et du Développement it shall be understood that the Secrétariat d'État has no objection to the proposed loan. When AID approves or declines the proposed loan, it will notify the Secrétariat d'État.
- (6) In the event the CFA 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 Secrétariat d'État Chargé du Plan et du Développement, 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 Republic of Senegal under Section 104 (g) of the Act, 50 percent of the CFA francs accruing 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 Senegal, as may be mutually agreed. 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 within three years from the date of this Agreement, the Government of the United States of America may use the francs for any purposes 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 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 Senegal, 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 Senegal.

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 CFA francs which may be due or become due under this Agreement¹ 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 Republic of Senegal 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 Agree-

¹ According to the information provided by the Government of the United States of America, this should read : "... under this Agreement more than two years from the effective date of this Agreement..."

D'après les indications fournies par le Gouvernement des États-Unis d'Amérique, il convient de lire : « ...under this Agreement more than two years from the effective date of this Agreement ... »

ment (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 these 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 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 Senegal will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and the 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 Dakar, in duplicate, in the English and French languages, both texts equally authentic, the day of 3 July, 1963.

For the Government of the United States of America :

Philip M. KAISER

EXCHANGE OF NOTES — ÉCHANGE DE NOTES

I

*L'Ambassadeur des États-Unis d'Amérique
au Secrétaire d'État chargé du plan et
du développement du Sénégal*

The American Ambassador to the Senegalese Secretary of State for Plan and Development

[TRANSLATION¹ — TRADUCTION²]

Dakar, le 3 juillet 1963

Dakar, July 3, 1963

Excellence,

J'ai l'honneur de me référer à l'Accord sur les produits agricoles conclu ce jour¹ entre le Gouvernement des États-Unis d'Amérique et le Gouvernement de la République du Sénégal et de confirmer l'agrément de mon Gouvernement sur l'accord intervenu au cours des entretiens qui ont eu lieu entre les représentants de nos Gouvernements respectifs en ce qui concerne les questions suivantes :

1. Le Gouvernement de la République du Sénégal obtiendra et importera avec ses propres fonds pendant l'année civile s'achevant le 31 Décembre 1963, un minimum de 20 000 tonnes métriques de sorgho en grains des États-Unis d'Amérique et pays amis des États-Unis d'Amérique.

2. En ce qui concerne le paragraphe A de l'Article II du présent Accord, le Gouvernement de la République du Sénégal, sur la demande du Gouverne-

Excellency :

I have the honor to refer to the Agricultural Commodities Agreement concluded today³ between the Government of the United States of America and the Government of the Republic of Senegal and to confirm my Government's approval of the understanding reached during the conversations which took place between the representatives of our respective Governments concerning the following matters :

1. The Government of the Republic of Senegal will obtain and import with its own funds during the calendar year ending December 31, 1963, at least 20,000 metric tons of grain sorghum from the United States of America and countries friendly to the United States of America.

2. As regards paragraph A of Article II of this Agreement, upon request of the Government of the United States of America, the Government of the Republic

¹ Voir p. 97 de ce volume.

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

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

³ See p. 96 of this volume.

ment des États-Unis d'Amérique, donnera toutes facilités à ce dernier pour convertir en autres devises que des dollars deux pour cent des francs CFA provenant des ventes effectuées au titre du présent Accord aux fins d'application des dispositions de la section 104 *a*) de la Loi. Lesdites devises seront utilisées pour financer les travaux relatifs à la création de nouveaux marchés pour les produits agricoles dans d'autres pays.

3. Le Gouvernement des États-Unis d'Amérique pourra utiliser au Sénégal les francs CFA pour le paiement des frais relatifs aux voyages internationaux effectués par des personnes partant du Sénégal ou partant d'un pays autre que le Sénégal, quand les voyages (y compris les voyages intermédiaires) sont à destination du Sénégal, ou que l'itinéraire traverse le Sénégal, ainsi que pour le paiement des frais de voyages à l'intérieur des États-Unis d'Amérique ou dans des pays autres que le Sénégal, quand ces voyages font partie de l'itinéraire d'un voyageur venant de ou allant au Sénégal. Il est entendu que ces fonds serviront uniquement à couvrir les frais des personnes en voyage officiel pour le compte du Gouvernement des États-Unis d'Amérique, ou au titre de projets financés par le Gouvernement des États-Unis d'Amérique. Il est également entendu que ces francs CFA ne seront pas employés pour les services offerts exclusivement par les entreprises sénégalaises de transport.

Je serais très reconnaissant à Votre Excellence de bien vouloir me faire savoir si les dispositions ci-dessus rencontrent l'agrément du Gouvernement de la République du Sénégal.

of Senegal will provide facilities for the conversion of two per cent of the CFA francs accruing from sales under this Agreement into currencies other than dollars for purposes of the application of Section 104 *(a)* of the Act. These currencies will be used to finance agricultural market development activities in other countries.

3. The Government of the United States of America may utilize CFA francs in Senegal to pay for international travel originating in Senegal or a country other than Senegal when the travel (including connecting travel) is to or through Senegal, and to pay for travel expenses within the United States of America or countries other than Senegal when such travel is part of a trip in which the traveler journeys from or to Senegal. It is understood that these funds are intended only to cover the expenses of persons on official travel for the Government of the United States of America, or in connection with projects financed by the Government of the United States of America. It is also understood that such CFA francs will not be used for the services provided exclusively by Senegalese transport companies.

I should be grateful if Your Excellency would be good enough to inform me whether the foregoing provisions are acceptable to the Government of the Republic of Senegal.

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

Philip M. KAISER
Ambassadeur des États-Unis

Son Excellence
Habib Thiam
Secrétaire d'État chargé
du Plan et du Développement

Accept, Excellency, the renewed assurance of my very high consideration.

Philip M. KAISER
Ambassador of the United States

His Excellency
Habib Thiam
Secretary of State for
Plan and Development

II

Le Secrétaire d'État chargé du plan et du développement du Sénégal à l'Ambassadeur des États-Unis d'Amérique

The Senegalese Secretary of State for Plan and Development to the American Ambassador

[TRANSLATION — TRADUCTION]

RÉPUBLIQUE DU SÉNÉGAL
PRÉSIDENTE DE LA RÉPUBLIQUE

SECRETARIAT D'ÉTAT CHARGÉ
DU PLAN ET DU DÉVELOPPEMENT

Direction de la planification
Division financière

Dakar, le 3 juillet 1963

N° 70/SP/PR/SEP/DP/DF

Le Secrétaire d'État Chargé
du Plan et du Développement
à Son Excellence l'Ambassadeur
des États-Unis d'Amérique
à Dakar

Excellence,

J'ai l'honneur de me référer à l'Accord sur les produits agricoles conclu ce jour entre le Gouvernement des États-Unis

No. 7620

REPUBLIC OF SENEGAL
OFFICE OF THE PRESIDENT
OF THE REPUBLIC
OFFICE OF THE SECRETARY OF STATE
FOR PLAN AND DEVELOPMENT
Planning Department
Financial Division

Dakar, 3 July 1963

No. 70/SP/PR/SEP/DP/DF

The Secretary of State
for Plan and Development
to His Excellency the Ambassador
of the United States of America
at Dakar

Sir,

I have the honour to refer to the Agricultural Commodities Agreement concluded today between the Govern-

d'Amérique et le Gouvernement de la République du Sénégal, et de confirmer l'agrément de mon Gouvernement sur l'Accord intervenu au cours des entretiens qui ont eu lieu entre les représentants de nos gouvernements respectifs en ce qui concerne les questions suivantes :

1. Le Gouvernement de la République du Sénégal obtiendra et importera, avec ses propres fonds pendant l'année civile s'achevant le 31 décembre 1963, un minimum de 20 000 tonnes métriques de sorgho en grains, des États-Unis d'Amérique et pays amis des États-Unis d'Amérique.

2. En ce qui concerne le paragraphe A de l'Article II du présent Accord, le Gouvernement de la République du Sénégal, sur la demande du Gouvernement des États-Unis d'Amérique, donnera, dans le cadre de sa législation en vigueur, toutes facilités à ce dernier pour convertir les autres devises que des dollars deux pour cent des francs CFA provenant des ventes effectuées au titre du présent accord aux fins d'application des dispositions de la section 104 a) de la Loi. Les dites devises seront utilisées pour financer les travaux relatifs à la création de nouveaux marchés pour les produits agricoles dans d'autres pays.

3. Le Gouvernement des États-Unis d'Amérique pourra utiliser au Sénégal les francs CFA pour le paiement des frais relatifs aux voyages internationaux effectués par des personnes partant du Sénégal ou partant d'un pays autre que le Sénégal, quand les voyages (y compris les voyages intermédiaires) sont à destination du Sénégal, ou que l'itinéraire traverse le

ment of the United States of America and the Government of the Republic of Senegal and to confirm my Government's approval of the understanding reached during the conversations which took place between the representatives of our respective Governments concerning the following matters :

1. The Government of the Republic of Senegal will obtain and import with its own funds during the calendar year ending 31 December 1963 at least 20,000 metric tons of grain sorghum from the United States of America and countries friendly to the United States of America.

2. As regards paragraph A of article II of this Agreement, upon the request of the Government of the United States of America, the Government of the Republic of Senegal will provide, within the limits of its legislation in force, facilities for the conversion of 2 per cent of the francs CFA accruing from sales under this Agreement into currencies other than dollars for purposes of the application of section 104 (a) of the Act. These currencies will be used to finance agricultural market development activities in other countries.

3. The Government of the United States of America may utilize francs CFA in Senegal to pay for international travel originating in Senegal or a country other than Senegal when the travel (including connecting travel) is to or through Senegal, and to pay for travel expenses within the United States of America or countries other than Senegal when such travel

Sénégal, ainsi que pour le paiement des frais de voyage à l'intérieur des États-Unis d'Amérique ou dans des pays autres que le Sénégal, quand ces voyages font partie de l'itinéraire d'un voyageur venant de ou allant au Sénégal.

Il est entendu que ces francs CFA ne seront pas employés pour les services offerts exclusivement par les entreprises sénégalaises de transport.

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

is part of a trip in which the traveller journeys from or to Senegal.

It is understood that such francs CFA will not be used for the services provided exclusively by Senegalese transport companies.

Accept, Sir, the assurances of my highest consideration.

H. THIAM

H. THIAM

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL AMENDING THE AGRICULTURAL COMMODITIES AGREEMENT OF 3 JULY 1963. DAKAR, 24 JANUARY 1964

ÉCHANGE DE NOTES ENTRE LE GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SÉNÉGAL CONSTITUANT UN AVENANT¹ À L'ACCORD DU 3 JUILLET 1963 RELATIF AUX PRODUITS AGRICOLES. DAKAR, 24 JANVIER 1964

I

The American Ambassador to the Senegalese Minister of Plan and Development

L'Ambassadeur des États-Unis d'Amérique au Ministre du plan et du développement du Sénégal

[TRADUCTION — TRANSLATION]

Dakar, January 24, 1964

Dakar, le 24 janvier 1964

Excellency :

Monsieur le Ministre,

I have the honor of referring to the agricultural commodities agreement signed between our two governments on July 3, 1963² and I propose that paragraph 1 of Article I of this agreement be amended by adding \$3,130,000 for the purchase of approximately 25,000 metric tons of milled rice, increasing the estimated ocean transportation cost to \$389,000 and increasing the total value of the agreement to \$4,022,000.

It is understood that the rice will be purchased and shipped no later than June 30, 1964. The Government of Senegal agrees that it will purchase and import with its own resources, from the United States and/or other countries friendly to

Me référant à l'Accord relatif aux produits agricoles conclu le 3 juillet 1963² entre nos deux Gouvernements, j'ai l'honneur de proposer de modifier le paragraphe 1 de l'article premier en ajoutant 3 130 000 dollars pour l'achat d'environ 25 000 tonnes métriques de riz décortiqué et en portant le montant estimatif du fret maritime à 389 000 dollars et la valeur totale à 4 022 000 dollars.

Il est entendu que l'achat et l'embarquement du riz se feront au plus tard le 30 juin 1964. Le Gouvernement du Sénégal donne son accord pour importer par ses propres moyens des États-Unis, ou d'autres pays amis des États-Unis, au

¹ Came into force on 24 January 1964 by the exchange of the said notes.

² See p. 96 of this volume.

¹ Entré en vigueur le 24 janvier 1964 par l'échange desdites notes.

² Voir p. 97 de ce volume.

it, at least 84,000 metric tons of rice during calendar year 1964. If the deliveries extend beyond this period, the level of usual marketing requirements for such a period will be determined at the time the request for extension of deliveries is made.

It is understood that the Government of the United States may use the CFA francs reserved for United States expenditures, under Article II (*a*) of the agreement, in other countries served by the Banque Centrale des États de l'Afrique de l'Ouest (BCEAO) including the equivalent of \$65,000 worth of CFA francs for the purposes of Section 104 (*h*) of Title I of the Agricultural Trade Development and Assistance Act as amended.

It is proposed that this note, and your reply concurring therein, constitute an agreement between our two governments which will enter into force on the date of your reply.

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

Philip M. KAISER

His Excellency Habib Thiam
Minister of Plan and Development
Dakar, Senegal

moins 84 000 tonnes de riz dans le courant de l'année 1964. Si les livraisons dépassent cette période, le niveau des besoins du marché habituel pour la période de prolongation sera déterminé au moment de la demande de prolongation de livraison.

Il est entendu que le Gouvernement des États-Unis peut utiliser les francs CFA réservés pour les dépenses des États-Unis, aux termes de l'alinéa *a* de l'article II de l'Accord, dans d'autres pays desservis par la Banque centrale des États de l'Afrique de l'Ouest (BCEAO), y compris l'équivalent de 65 000 dollars en francs CFA aux fins convenues dans l'alinéa *h* de la section 104 du titre premier de la loi sur le développement des échanges commerciaux et de l'aide en produits agricoles, telle qu'elle a été modifiée.

Je propose que la présente note et votre réponse affirmative constituent entre nos deux Gouvernements un accord qui entrerait en vigueur à la date de ladite réponse.

Veuillez agréer, etc.

Philip M. KAISER

Son Excellence Monsieur Habib Thiam
Ministre du plan et du développement
Dakar (Sénégal)

II

Le Secrétaire d'État chargé du plan et du développement du Sénégal à l'Ambassadeur des États-Unis d'Amérique

The Senegalese Secretary of State for Plan and Development to the American Ambassador

[TRANSLATION¹ — TRADUCTION²]

RÉPUBLIQUE DU SÉNÉGAL
MINISTÈRE DU PLAN
ET DU DÉVELOPPEMENT

REPUBLIC OF SENEGAL
MINISTRY OF PLAN AND DEVELOPMENT

No. 163/MPD/DP

No. 163/MPD/DP

Dakar, le 24 janvier 1964

Dakar, January 24, 1964

Le Ministre du Plan
et du Développement
Ambassadeur des U.S.A.
à Son Excellence
Philip M. Kaiser
Dakar

The Minister of Plan
and Development
to His Excellency
Philip M. Kaiser
Ambassador of the United States
of America
Dakar

Objet: Avenant à l'accord intervenu le 3 juillet 1963 entre les États-Unis et le Sénégal pour le programme « Food For Peace »

Subject: Amendment to the agreement concluded on July 3, 1963 between the United States and Senegal with respect to the "Food for Peace" program

Excellence,

Excellency :

J'ai l'honneur de vous faire connaître l'acceptation par le Gouvernement de la République du Sénégal de l'offre que le Gouvernement des U.S.A. a bien voulu lui faire par lettre en date de ce jour.

I have the honor to signify to you the acceptance by the Government of the Republic of Senegal of the proposal that the Government of the United States of America was good enough to make to it by note of this date.

Cette correspondance constitue un avenant à l'accord du 3 juillet 1963 conclu entre nos deux Gouvernements :

This correspondence constitutes an amendment to the Agreement of July 3, 1963 concluded between our two Governments :

Nous acceptons que « le paragraphe 1 de l'article I de cet accord soit modifié

We agree that "paragraph 1 of Article I of this agreement shall be amended

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

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

en ajoutant 3 130 000 dollars correspondant à environ 25 000 tonnes métriques de riz décortiqué, en portant les prévisions des frais de transport maritime à 389 000 dollars et en augmentant également la valeur totale ce qui la porterait à 4 022 000 dollars, pour permettre l'importation par le Sénégal de 25 000 tonnes de riz dont l'achat et l'embarquement se feront au plus tard avant le 30 juin 1964. Le Gouvernement du Sénégal donne son accord pour importer par ses propres moyens des États-Unis, ou d'autres pays amis des États-Unis 84 000 tonnes de riz, dans le courant de l'année 1964. Si les livraisons dépassent cette période, le niveau des besoins de marché habituel pour la période d'extension sera déterminé au moment où la demande d'extension de livraison est faite.

« Il est entendu que le Gouvernement des États-Unis peut utiliser les francs CFA réservés pour les dépenses des États-Unis en fonction de l'article II *a*) de l'accord, dans d'autres pays desservis par la Banque Centrale des États de l'Afrique de l'Ouest (BCEAO), y compris l'équivalent de 65 000 dollars en francs CFA aux fins convenues dans la section 104 *h*) du titre I de l'Acte de Développement du Commerce Agricole et d'Assistance, comme modifié ».

Ma réponse à votre lettre constitue un accord entre nos deux Gouvernements qui entrera en vigueur à date de ce jour.

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

[SCEAU] H. THIAM

by adding \$3,130,000 for approximately 25,000 metric tons of hulled rice, increasing the estimated ocean transportation cost to \$389,000, and increasing the total value, which would bring it to \$4,022,000, in order to permit the importation by Senegal of 25,000 tons of rice, to be purchased and shipped no later than June 30, 1964. The Government of Senegal agrees to import with its own resources, from the United States, or other countries friendly to it, 84,000 tons of rice during the year 1964. If the deliveries extend beyond this period, the level of usual market requirements for the period of extension will be determined at the time the request for extension of deliveries is made.

"It is understood that the Government of the United States may use the CFA francs reserved for United States expenditures under Article II (*a*) of the agreement, in other countries served by the Banque Centrale des États de l'Afrique de l'Ouest (BCEAO), including the equivalent of \$65,000 worth of CFA francs for the purpose of Section 104 (*h*) of Title I of the Agricultural Trade Development and Assistance Act as amended."

My reply to your letter constitutes an agreement between our two Governments which shall enter into force on this date.

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

[SEAL] H. THIAM