

No. 8223

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**UNITED STATES OF AMERICA  
and  
MALI**

**Agricultural Commodities Agreement under Title I of the  
Agricultural Trade Development and Assistance Act,  
as amended (with exchange of notes dated 15 and  
21 July 1965). Signed at Washington, on 14 July 1965**

*Official texts : English and French.*

*Registered by the United States of America on 9 June 1966.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
MALI**

**Accord relatif aux produits agricoles, conclu en vertu du  
titre premier de la loi (modifiée) sur le développement  
des échanges commerciaux et de l'aide en produits  
agricoles (avec échange de notes en date des 15 et  
21 juillet 1965). Signé à Washington, le 14 juillet 1965**

*Textes officiels anglais et français.*

*Enregistré par les États-Unis d'Amérique le 9 juin 1966.*

No. 8223. AGRICULTURAL COMMODITIES AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF MALI UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED. SIGNED AT WASHINGTON, ON 14 JULY 1965

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The Government of the United States of America and the Government of Mali,

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 Mali francs of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade ;

Considering that the Mali francs accruing from such purchases 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 Mali 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 MALI FRANCS

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

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<sup>1</sup> Came into force on 14 July 1965, upon signature, in accordance with article VI.

the sales for Mali francs to purchasers authorized by the Government of Mali of the following :

<i>Commodity</i>	<i>Approximate Maximum Quantity (Metric Tons)</i>	<i>Maximum Export Market Value</i>
Wheat Flour . . . . .	8,000	\$580,000

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 Mali francs accruing from such sale, and other relevant matters.

The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Mali. The Government of Mali will not be required to deposit Mali francs for ocean transportation financed by the Government of the United States of America. Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessels for loading, the Government of Mali will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

## *Article II*

### USES OF MALI FRANCS

The Mali 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), (d), and (h) through (t) of Section 104 of the Act, or under any of such subsections, 35 percent of the Mali 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 Mali incident thereto, 15 percent of the Mali 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 Mali for business development and trade expansion in Mali and to United States firms and Mali 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 Mali, acting through the Ministry of Economic Cooperation and Technical Assistance (hereinafter referred to as the Ministry). The Minister Delegate of the Ministry, or his designate, will act for the Government of Mali, 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 Mali on comparable loans, provided such rate is not lower than the cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.
- (5) Within 60 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 60-day period AID has received such a communication from the Ministry, it shall be understood that the Ministry has no ob-

jection to the proposed loan. When AID approves or declines the proposed loan it will notify the Ministry.

- (6) In the event the Mali 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 Mali francs for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Mali 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 Mali, as may be mutually agreed, 50 percent of the Mali 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 Mali 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 Mali francs for any purpose authorized by Section 104 of the Act.

### *Article III*

#### DEPOSIT OF MALI FRANCS

1. The Government of Mali will deposit to the account of the Government of the United States of America an amount of Mali francs equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Mali francs at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

- (a) If a unitary exchange rate system is maintained by the Government of Mali, the applicable rate will be the rate at which the central monetary authority of Mali or its authorized agent sells foreign exchange for Mali francs.
- (b) If a unitary exchange rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of Mali.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Mali francs which become due under this agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Mali francs accruing to the Government of the United States of America under this agreement.

#### *Article IV*

##### GENERAL UNDERTAKINGS

1. The Government of Mali 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 insure 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 those 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 Mali will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition

of commodities, 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 Washington, in duplicate, this fourteenth day of July, 1965, in the English and French languages, both being equally authoritative.

For the Government of the United States of America :

G.M. WILLIAMS

For the Government of Mali :

H. N'DOURÉ

## EXCHANGE OF NOTES — ÉCHANGE DE NOTES

## I

*The Secretary of State to the Malian  
Minister of Economic Cooperation  
and Technical Assistance*      *Le Secrétaire d'État au Ministre de la  
coopération économique et de l'as-  
sistance technique du Mali*

DEPARTMENT OF STATE  
WASHINGTON

July 15, 1965

Excellency :

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

1. The Government of Mali agrees that the Mali francs received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in Mali selected by the Government of the United States of America.

2. With regard to paragraph 4 of Article IV of the agreement, the Government of Mali 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 Mali agrees to furnish quarterly (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished and (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations. The Government of Mali further agrees that the foregoing 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. For purposes of Section 104 (a) of the Act, the Government of Mali will provide, upon request of the Government of the United States of America, facilities for the conversion of \$11,600 worth or two percent of the Mali francs accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries.

4. The Government of the United States of America may utilize Mali francs in Mali to pay for travel which is part of a trip in which the traveler travels from, to or through Mali. 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 Mali francs may be utilized shall not be limited to services provided by Mali transportation facilities.

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

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

For the Secretary of State :

G. M. WILLIAMS

His Excellency Hamaciré N'Douré  
Minister of Economic Cooperation and Technical Assistance  
Republic of Mali

[TRADUCTION — TRANSLATION]

DÉPARTEMENT D'ÉTAT  
WASHINGTON

Le 15 juillet 1965

Monsieur le Ministre,

[*Voir note II*]

Je vous serais obligé de bien vouloir me donner confirmation de ce qui précède.

Veillez agréer, etc.

Pour le Secrétaire d'État :

G. M. WILLIAMS

Son Excellence Monsieur Hamaciré N'Douré  
Ministre de la coopération économique  
et de l'assistance technique  
République du Mali

l'Accord, selon que l'un ou l'autre montant sera plus élevé, en vue du financement des opérations relatives à la création et au développement de marchés agricoles dans d'autres pays.

« 4. Le Gouvernement des États-Unis d'Amérique pourra utiliser les francs maliens au Mali pour payer les frais de voyage dont l'itinéraire a pour point de départ ou d'arrivée, ou passe par le Mali. Il est entendu que ces fonds serviront uniquement à couvrir les frais de transport de personnes voyageant officiellement pour le compte du Gouvernement des États-Unis d'Amérique ou au titre d'activités financées par le Gouvernement des États-Unis d'Amérique. Il est également entendu que les moyens de transport utilisés pour les voyages payables en francs maliens ne se limiteront pas à ceux fournis par les services du Mali. »

Je suis heureux de vous donner l'accord de mon Gouvernement sur les dispositions de votre note ci-dessus.

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

Le Ministre de la Coopération  
et de l'Assistance Technique du Mali :

[SCEAU] Hamaciré N'DOURÉ

Son Excellence Monsieur Dean Rusk  
Secrétaire d'État des États-Unis d'Amérique

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

EMBASSY OF THE REPUBLIC OF MALI  
WASHINGTON

No. 65/524/AMW

July 21, 1965

Excellency :

I have the honor to acknowledge receipt of your note dated July 15, 1965, which reads as follows :

[See note I]

I am happy to inform you of my government's agreement to the terms of your note reproduced above.

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

[SEAL] Hamaciré N'DOURÉ  
Minister of Cooperation and Technical Assistance

His Excellency Dean Rusk  
Secretary of State of the United States of America

<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.