

No. 9616

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**UNITED STATES OF AMERICA  
and  
MOROCCO**

**Exchange of notes constituting an agreement relating to  
agricultural commodities (with related notes). Rabat,  
12 August 1966**

**Exchange of notes constituting an agreement amending the  
above-mentioned agreement. Rabat, 25 October 1966**

*Authentic texts : English and French.*

*Registered by the United States of America on 10 June 1966.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
MAROC**

**Échange de notes constituant un accord relatif aux produits  
agricoles (avec notes connexes). Rabat, 12 août 1966**

**Échange de notes constituant un accord amendant l'Accord  
susmentionné. Rabat, 25 octobre 1966**

*Textes authentiques : anglais et français.*

*Enregistrés par les États-Unis d'Amérique le 10 juin 1966.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND MOROCCO RELATING TO AGRICULTURAL COMMODITIES

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE MAROC RELATIF AUX PRODUITS AGRICOLES

I

*The American Ambassador to the Moroccan Minister of Foreign Affairs*

*L'Ambassadeur des États-Unis d'Amérique au Ministre des Affaires Étrangères du Maroc*

No. 90

Rabat, August 12, 1966

Excellency,

I have the honor to confirm, on behalf of the Government of the United States of America, that representatives of our two Governments have reached an agreement which reads as follows :

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT AS AMENDED

The Government of the United States of America and the Government of the Kingdom of Morocco :

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 Morocco :

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 Morocco under long-term supply and credit arrangements, the resources and manpower of Morocco can be utilized more effectively for economic development without jeopardizing meanwhile the 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 Morocco pursuant to Title IV of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act) :

Have agreed as follows :

<sup>1</sup> Came into force on 12 August 1966 by the exchange of the said notes.

<sup>1</sup> Entré en vigueur le 12 août 1966 par l'échange desdites notes.

*Article I*

## COMMODITY SALES PROVISIONS

1. Subject to issuances by the Government of the United States of America and acceptance by the Government of the Kingdom of Morocco of credit 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, during the periods specified below, 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 Morocco, of the following commodities :

<i>Commodity</i>	<i>Supply Period</i>	<i>Approximate Maximum Quantity</i>	<i>Maximum Export Mar- ket Value to be financed</i>
Wheat and/or wheat flour	United States Fiscal Year 1967	50,000 Metric Tons . .	\$3,234,000
Cotton, upland	Calendar Year 1966	8,800 Bales . . . . .	1,188,000
Ocean transportation (estimated)	. . . . .	. . . . .	244,000
TOTAL			\$4,666,000

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 may limit the amount of financing provided in the credit purchase authorizations, as price declines or other marketing factors may require, so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Applications for credit purchase authorizations will be made promptly after the effective date of this Agreement. Purchase authorizations will include provisions relating to the sale and delivery of the 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 the Kingdom of Morocco 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 amount of the principal due for commodities delivered in each calendar year under this Agreement, including the applicable related ocean transportation costs, shall be paid in 19 approximately equal annual payments, the first of which shall become due

two years after the date of last delivery of commodities in such calendar year. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal due the Government of the United States of America for commodities delivered in each calendar year shall begin on the date of the last delivery of commodities in such calendar year and be paid annually beginning one year from date of last delivery of commodities in such calendar year. The interest shall be computed at the rate of one per cent per annum during the period from the date of the last delivery of commodities in such calendar year to the due date of the first annual payment of principal and at 2½ per cent per annum thereafter.

4. All payments shall be made in United States dollars and the Government of the Kingdom of Morocco 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 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 the Kingdom of Morocco 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 (unless such resale, transshipment or other 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 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 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 sales and purchases of commodities pursuant to the 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 of countries friendly to the United States of America.

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 Kingdom of Morocco will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of the commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like 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 carried out pursuant to this Agreement.

I have the honor to propose that this note and Your Excellency's reply confirming the foregoing in behalf of the Government of the Kingdom of Morocco shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

Henry J. TASCA

His Excellency the Minister of Foreign Affairs  
Rabat

[TRADUCTION — TRANSLATION]

N° 90

Rabat, le 12 août 1966

Monsieur le Ministre,

[*Voir note II*]

Veuillez agréer, etc.

Henry J. TASCA

S. E. M. le Ministre des affaires étrangères  
Rabat

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

Rabat, August 12, 1966

Mr. Ambassador,

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

[See note I]

I have the honor to inform you that my Government agrees to the foregoing. Accept, Mr. Ambassador, the assurance of my high consideration.

Mohamed CHERKAoui  
Minister of Foreign Affairs  
of the Kingdom of Morocco

His Excellency Henry J. Tasca  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
Rabat

#### RELATED NOTES — NOTES CONNEXES

##### I

*The American Ambassador to the Moroccan Minister of Foreign Affairs*      *L'Ambassadeur des États-Unis d'Amérique au Ministre des Affaires Étrangères du Maroc*

No. 91

RABAT, August 12, 1966

Excellency,

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

1. With regard to paragraph 4 of Article III of the Agreement, the Government of the Kingdom of Morocco agrees to furnish the following information quarterly 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 the commodity was received, the date unloading was completed, and the disposition of the cargo,

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

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

i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the Kingdom of Morocco agrees to furnish quarterly : (a) a statement of measures it has taken to prevent the re-export or transshipment of the commodities furnished; (b) assurances that the program has not resulted in the increased availability of the same or like commodities to other nations, and (c) a statement showing progress made toward fulfilling commitments on usual marketings and offset purchases. The Government of the Kingdom of Morocco 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 these imported under the Agreement.

2. As agreed in conversations which have taken place between representatives of our two Governments, the dirhams resulting from the sale of commodities financed under the Agreement will be deposited by the Government of the Kingdom of Morocco and will be used by the Government of the Kingdom of Morocco for economic and social development programs as may be mutually agreed upon by our two Governments.

3. Any dirhams resulting from the sale in Morocco of the commodities financed under the Agreement which are loaned by the Government of the Kingdom of Morocco to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Morocco.

4. The Government of the Kingdom of Morocco agrees to furnish the Government of the United States of America, upon request, reports showing the total dirhams available to the Government of the Kingdom of Morocco from the sale of the commodities, a list of the projects being undertaken, and related information including the name and location of each project, the amount invested in it, and its status of completion.

5. In expressing its agreement with the Government of the United States of America 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 nations, the Government of the Kingdom of Morocco agrees that, in addition to the commodities to be purchased under the terms of agricultural commodities agreements between our two Governments, Morocco will procure and import with its own resources from the United States of America and countries friendly to it during the United States fiscal year 1967, at least 125,000 metric tons of wheat and/or wheat flour on a grain equivalent basis, and during calendar year 1966, the equivalent of at least 13,100 bales of upland cotton of which at least 5,000 bales will be from the United States.

6. The Government of the Kingdom of Morocco agrees to prohibit the export of wheat, including durum wheat, or wheat products, and including semolina or pasta products, during fiscal year 1967 or in any United States fiscal

year during which the wheat and/or wheat flour is being imported under the Agreement.

7. The Government of the Kingdom of Morocco will not permit exports of upland cotton, either imported or grown in Morocco (Ashmouni), during calendar year 1966 or any subsequent calendar year during which the cotton purchased under the Agreement is being imported; and if exports of cotton textiles during calendar year 1966 exceed 226 metric tons, the Government of the Kingdom of Morocco will purchase with its own resources from the United States the raw cotton equivalent of any textiles exported over and above 226 metric tons.

8. All references to bales in the Agreement refer to the United States standard bale, which is approximately 500 pounds gross or 480 pounds net.

9. The usual marketing requirements and export limitations for any commodity imported under this Agreement are the same as, and not in addition to, such requirements and limitations for that commodity imported during the same period under any other agricultural commodities agreement between our two Governments.

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

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

Henry J. TASCA

His Excellency the Minister of Foreign Affairs  
Rabat

[TRADUCTION — TRANSLATION]

Nº 91

RABAT, le 12 août 1966

Monsieur le Ministre,

[*Voir note II*]

Veuillez agréer, etc.

Henry J. TASCA

S. E. M. le Ministre des affaires étrangères  
Rabat



« Je saurais gré à Votre Excellence de bien vouloir m'adresser confirmation de l'interprétation ci-dessus. »

J'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur ce qui précède.

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

Mohamed CHERKAoui  
Ministre des affaires étrangères  
du Royaume du Maroc

S. E. M. Henry J. Tasca  
Ambassadeur Extraordinaire et Plénipotentiaire  
des États-Unis d'Amérique  
Rabat

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

Mr. Ambassador :

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

[See note I]

I have the honor to confirm to you that my Government agrees to the foregoing.

Accept, Mr. Ambassador, the assurance of my high consideration.

Mohamed CHERKAoui  
Minister of Foreign Affairs  
of the Kingdom of Morocco

His Excellency Henry J. Tasca  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
Rabat

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

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

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND MOROCCO AMENDING THE AGREEMENT OF 12 AUGUST 1966<sup>2</sup> RELATING TO AGRICULTURAL COMMODITIES

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE MAROC AMENDANT L'ACCORD DU 12 AOÛT 1966<sup>2</sup> RELATIF AUX PRODUITS AGRICOLES

I

*The American Ambassador to the Moroccan Minister of Foreign Affairs*

*L'Ambassadeur des États-Unis d'Amérique au Ministre des Affaires Étrangères du Maroc*

No. 297

Rabat, October 25, 1966

Excellency,

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments concluded August 12, 1966<sup>2</sup> and propose that :

1. The commodity table in paragraph 1 Article I of the Agreement be amended by increasing wheat and/or wheat flour for the United States fiscal year 1967 to 84,000 metric tons with a maximum export market value of \$5,458,000, by increasing ocean transportation (estimated) to \$353,000 and by increasing the total to \$6,999,000.

2. Numbered paragraph 2 of the United States Embassy Note No. 91 and the Moroccan reply exchanged on the same date be amended to read as follows :

“ As agreed in conversations which have taken place between the representatives of our two Governments, the dirhams resulting from the sale of commodities financed under the Agreement will be deposited by the Government of the Kingdom of Morocco in a special account in the name of the Government of the Kingdom of Morocco and will be used by the Government of the Kingdom of Morocco for economic and social development programs as may be mutually agreed upon by our two Governments. ”

I propose that this Note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your Note in reply.

<sup>1</sup> Came into force on 25 October 1966 by the exchange of the said notes.

<sup>2</sup> See p. 293 of this volume.

<sup>1</sup> Entré en vigueur le 25 octobre 1966 par l'échange desdites notes.

<sup>2</sup> Voir p. 293 du présent volume

Accept Excellency, the assurances of my highest consideration.

Henry J. TASCA

His Excellency the Minister of Foreign Affairs  
Rabat

[TRADUCTION — TRANSLATION]

N° 297

Rabat, le 25 octobre 1966

Monsieur le Ministre,

[Voir note II]

Veuillez agréer, etc.

Henry J. TASCA

S. E. M. le Ministre des affaires étrangères  
Rabat

## II

*The Moroccan Acting Minister of Foreign Affairs to the American Ambassador*      *Le Ministre des Affaires Étrangères par intérim du Maroc à l'Ambassadeur des États-Unis d'Amérique*

ROYAUME DU MAROC  
MINISTÈRE DES AFFAIRES ÉTRANGÈRES

N° 936/CAB

Rabat, le 25 Octobre 1966

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue :

« J'ai l'honneur de me référer à l'Accord sur les Produits Agricoles conclu entre nos deux Gouvernements le 12 Août 1966<sup>1</sup>, et propose que :

« 1. La table des produits au paragraphe 1, Article I de l'Accord soit modifiée en portant la quantité de blé et / ou farine de blé pour l'année fiscale des États-Unis 1967 à 84.000 tonnes métriques, avec une valeur maximum sur le marché d'exportation de \$ 5.458.000, en augmentant le frêt maritime (estimé) à \$ 353.000, et en portant le total à \$ 6.999.000.

« 2. Le libellé du paragraphe portant le numéro 2 de la note de l'Ambassade des États-Unis n° 91 et de la réponse marocaine échangées à la même date soit modifié comme suit :

<sup>1</sup> Voir p. 293 du présent volume.

« Ainsi qu'il a été convenu lors des conversations qui ont eu lieu entre les représentants de nos deux Gouvernements, les dirhams découlant de la vente de marchandises financées dans le cadre de l'Accord seront déposés par le Gouvernement du Royaume du Maroc à un compte spécial au nom du Gouvernement du Royaume du Maroc et seront utilisés par lui dans des programmes de développement économique et social fixés d'un commun accord par nos deux Gouvernements. »

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

J'ai l'honneur de vous donner l'accord de mon Gouvernement sur ce qui précède.

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

Le Ministre des affaires étrangères p.i. :

[SCEAU] Abdelhadi BOUTALEB

S. E. M. Henry J. Tasca  
Ambassadeur extraordinaire et plénipotentiaire  
des États-Unis d'Amérique  
Rabat

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

KINGDOM OF MOROCCO  
MINISTRY OF FOREIGN AFFAIRS

No. 936/CAB

Rabat, October 25, 1966

Mr. Ambassador,

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

[See note I]

I have the honor to inform you that my Government concurs in the foregoing.

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

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

Accept, Mr. Ambassador, the assurances of my high consideration.

[SEAL] Abdelhadi BOUTALEB  
Acting Minister of Foreign Affairs

His Excellency Henry J. Tasca  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
Rabat

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