

No. 9683

**UNITED STATES OF AMERICA
and
CONGO (DEMOCRATIC REPUBLIC OF THE)**

**Agricultural Commodities Agreement under Title IV of
the Agricultural Trade Development and Assistance
Act, as amended (with exchange of notes). Signed at
Kinshasa on 3 October 1966**

Authentic texts: English and French.

Registered by the United States of America on 2 July 1969.

**ÉTATS-UNIS D'AMÉRIQUE
et
CONGO (RÉPUBLIQUE DÉMOCRATIQUE DU)**

**Accord sur la fourniture de produits agricoles sous le titre IV
de la loi sur le développement du commerce et de
l'aide en produits agricoles, telle que modifiée (avec
échange de notes). Signé à Kinshasa le 3 octobre 1966**

Textes authentiques: anglais et français.

Enregistré par les États-Unis d'Amérique le 2 juillet 1969.

AGRICULTURAL COMMODITIES AGREEMENT¹ BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF
AMERICA AND THE GOVERNMENT OF THE DEMO-
CRATIC REPUBLIC OF THE CONGO 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 Democratic Republic of the Congo:

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 the Democratic Republic of the Congo;

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 these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade;

Recognizing further that by providing such commodities to the Democratic Republic of the Congo under long-term supply and credit arrangements, the resources and manpower of the Democratic Republic of the Congo can be utilized more effectively for economic development without jeopardizing meanwhile 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 the Democratic Republic of the Congo pursuant to Title IV of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act).

Have agreed as follows:

Article I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Democratic Republic of the Congo of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of

¹ Came into force on 3 October 1966 by signature, in accordance with article V.

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 the Democratic Republic of the Congo, of the following commodities:

<i>Commodity</i>	<i>Supply Period</i>	<i>Approximate Maximum Quantity (Metric Tons)</i>	<i>Maximum Export Market Value to be Financed (1,000)</i>
Corn	FY 1967	11,000	\$ 847
Wheat flour.....		22,000	1,950
Rice		15,000	2,315
Tobacco, Unman		2,442	3,230
Ocean transportation (estimated)			831
		TOTAL	\$ 9,173

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 Democratic Republic of the Congo 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 annual payments, the first of which shall become due two years after the date of last delivery of commodities in any calendar year. The first annual payment of principal shall be \$ 100,000. The balance of such principal amount due shall be paid in 18 approximately equal annual installments due on the anniversary date of the first annual payment. 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 last delivery of commodities in such calendar year and be paid annually beginning one year after such date of last delivery, but not later than the date on which the annual payment of principal becomes due. The interest shall be computed at the rate of 1 percent per annum during the period from the date of last delivery in each calendar year until the due date of the first annual payment of principal for deliveries in each calendar year and at the rate of 2 ½ percent per annum thereafter.

4. All payments shall be made in United States dollars and the Government of the Democratic Republic of the Congo 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 Democratic 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 consumption of the agricultural commodities purchased pursuant to this Agreement (unless 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 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 Democratic Republic of the Congo will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of the commodities, 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.

Article V

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 Kinshasa in duplicate this 3rd day of October 1966.

For the Government
of the United States of America:

G. McMURTRIE GODLEY

For the Government
of the Democratic Republic
of the Congo:

L. MULAMBA

EXCHANGE OF NOTES — ÉCHANGE DE NOTES

I

[TRADUCTION — TRANSLATION]

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

*L'Ambassadeur des États-Unis d'Amé-
rique au Ministre des affaires
étrangères de la République démoc-
ratique du Congo*

No. 3

N° 3

Kinshasa, October 3, 1966

Kinshasa, le 3 octobre 1966

Excellency :

Monsieur le Ministre,

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

J'ai l'honneur de me référer à l'Accord sur la fourniture de produits agricoles conclu ce jour entre le Gouvernement des États-Unis d'Amérique et le Gouvernement du Congo dans le cadre du titre IV et de vous indiquer l'interprétation de mon Gouvernement sur ce qui suit :

(1) With regard to paragraph 4 of Article III of the Agreement, the Government of the Democratic Republic of the Congo agrees to furnish the following information quarterly in connection with each shipment received of commodities financed 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, i.e., stored, distributed locally, or if shipped where shipped. In addition, the Government of the Democratic Republic of the Congo 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

1. En ce qui concerne le paragraphe 4 de l'article III de l'Accord, le Gouvernement de la République démocratique du Congo s'engage 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 cas, à quelle destination. En outre, le Gouvernement de la République démocratique du Congo s'engage à fournir tous les trimestres: a) un exposé des mesures qu'il aura prises pour empêcher la réexportation ou la réexpédition des produits livrés; b) l'assu-

the same or like commodities to other nations, and (c) a statement showing progress made toward fulfilling commitments on usual marketings. The Government of the Democratic Republic of the Congo 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.

(2) As agreed in conversations which have taken place between representatives of our two Governments, the Congo Francs resulting from the sale of commodities financed under the agreement will be deposited by the Government of the Democratic Republic of the Congo in a special account in the name of the Government of the Democratic Republic of the Congo and will be used by the Government of the Democratic Republic of the Congo for economic and social development and other programs as may be mutually agreed upon by our two Governments.

(3) It is also understood that any Congo Francs resulting from the sale in the Congo of the commodities financed under the agreement which are loaned by the Government of the Democratic Republic of the Congo to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the Congo.

(4) The Government of the Democratic Republic of the Congo agrees to furnish the Government of the United States of America semiannual reports showing the total available to the Government of the Democratic Republic of

rance que le programme n'a pas pour effet de mettre à la disposition d'autres pays des quantités accrues de ces produits ou de produits analogues ; et c) un exposé relatif aux progrès accomplis en ce qui concerne le respect des engagements financiers résultant de ventes normales. Le Gouvernement de la République démocratique du Congo s'engage à joindre aux renseignements susmentionnés des statistiques d'importation et d'exportation, par pays d'origine et de destination, de produits identiques ou analogues à ceux qui seront importés au titre de l'Accord.

2. Ainsi qu'il a été convenu au cours des entretiens qu'ont eus les représentants de nos deux Gouvernements, le Gouvernement de la République démocratique du Congo déposera les sommes en francs congolais provenant de la vente des produits financés en vertu de l'Accord à un compte spécial, à son nom, et les affectera à des programmes de développement économique et social, dont pourront convenir nos deux Gouvernements.

3. Il est également entendu que toutes les sommes en francs congolais provenant de la vente au Congo des produits achetés en application de l'Accord qui seront prêtées par le Gouvernement de la République démocratique du Congo à des organismes privés ou non gouvernementaux le seront à des taux d'intérêt à peu près équivalents aux taux pratiqués au Congo pour des prêts comparables.

4. Le Gouvernement de la République démocratique du Congo s'engage à fournir chaque semestre au Gouvernement des États-Unis d'Amérique des rapports sur ses disponibilités totales provenant de la vente des produits

the Congo from the sale of commodities, a list of the projects or activities being undertaken, and related information including the name, location, amount invested in each project and 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 Democratic Republic of the Congo agrees that in addition to the commodities to be purchased under the terms of the agreement, the Congo will procure and import with its own resources from free world sources, including the United States of America, during U. S. fiscal year 1967 at least :

- (a) 6,000 metric tons of wheat and/or wheat flour on a grain equivalent basis
- (b) 34,000 metric tons of corn
- (c) 1,300 metric tons of unmanufactured tobacco of which not less than 275 shall be from the United States of America plus the shortfall from the period January 1, 1965 through June 30, 1966 of 427.3 metric tons of which not less than 21.9 metric tons shall be from the United States of America.

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

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

G. McMURTRIE GODLEY

His Excellency
Justin-Marie Bomboko
Minister of Foreign Affairs
Kinshasa

ainsi qu'une liste de projets ou activités en cours d'exécution et des renseignements connexes indiquant notamment la désignation, le lieu d'exécution et l'état d'avancement des projets, ainsi que le montant investi dans chacun d'eux.

5. En convenant avec le Gouvernement des États-Unis d'Amérique que les livraisons de produits effectuées conformément à l'Accord ne doivent ni entraîner de fluctuations excessives des cours mondiaux des produits agricoles, ni bouleverser les relations commerciales habituelles avec les pays amis, le Gouvernement de la République démocratique du Congo s'engage à acheter et à importer de pays du monde libre, y compris les États-Unis d'Amérique, avec ses propres ressources, au cours de l'exercice 1967, des États-Unis et, en plus des produits visés dans l'Accord, au moins :

- a) 6 000 tonnes de blé et/ou l'équivalent en farine de blé,
- b) 34 000 tonnes de maïs,
- c) 1 300 tonnes de tabac brut dont 275 au moins en provenance des États-Unis d'Amérique, plus 427,3 tonnes dont 21,9 au moins en provenance des États-Unis d'Amérique, correspondant au solde de la période allant du 1^{er} janvier 1965 au 30 juin 1966.

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

Veuillez agréer, etc.

G. McMURTRIE GODLEY

Son Excellence
Justin-Marie Bomboko
Ministre des affaires étrangères
Kinshasa

II

[TRANSLATION ¹ — TRADUCTION ²]

RÉPUBLIQUE DÉMOCRATIQUE
DU CONGO
HAUT COMMISSARIAT AU PLAN
ET À LA RECONSTRUCTION NATIONALE

Cabinet du Haut Commissaire
Services Techniques

3112/HCP RN/ST

Kinshasa, le 3 octobre 1966

Excellence,

J'ai l'honneur de me référer à votre note Numéro 3, du 3 octobre 1966 relative à l'accord sur la vente de produits agricoles sous le titre IV, et de vous confirmer mon accord sur les points qui y sont énoncés.

Veillez agréer, Excellence, l'assurance renouvelée de ma très haute considération.

Le Premier Ministre :

L. MULAMBA
Général de Brigade

Son Excellence G. McMurtrie Godley
Ambassadeur des U.S.A
Kinshasa

DEMOCRATIC REPUBLIC OF THE CONGO
HIGH COMMISSION FOR PLANNING
AND NATIONAL RECONSTRUCTION

Office of the High Commissioner
Technical Staff

Our Ref : 3112/HCP RN/ST

Kinshasa, October 3, 1966

Excellency :

I have the honor to refer to your Note number 3 of October 3, 1966, relating to the Agricultural Commodities Agreement under Title IV, and to confirm my agreement on the matters set forth therein.

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

L. MULAMBA
Brigadier General
Prime Minister

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

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

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