

No. 9901

**UNITED STATES OF AMERICA
and
FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS**

Exchange of notes constituting an agreement for economic assistance to be used for the purpose of supplementing the activities envisaged under the Off-Shore Fishery Development Project for Viet-Nam. Washington and Rome, 26 May 1967

Authentic text: English.

Registered by the United States of America on 1 October 1969.

**ÉTATS-UNIS D'AMÉRIQUE
et
ORGANISATION DES NATIONS UNIES
POUR L'ALIMENTATION ET L'AGRICULTURE**

Échange de notes constituant un accord portant sur la fourniture d'une assistance économique destinée à compléter les activités prévues au titre du Projet relatif à la promotion de la pêche hauturière au Viet-Nam. Washington et Rome, 26 mai 1967

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 1^{er} octobre 1969.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND THE
FOOD AND AGRICULTURE ORGANIZATION OF THE
UNITED NATIONS FOR ECONOMIC ASSISTANCE TO BE
USED FOR THE PURPOSE OF SUPPLEMENTING THE
ACTIVITIES ENVISAGED UNDER THE OFF-SHORE
FISHERY DEVELOPMENT PROJECT FOR VIET-NAM

I

DEPARTMENT OF STATE
WASHINGTON

May 26, 1967

Sir:

I inform you that the Government of the United States is prepared to grant funds to the Food and Agriculture Organization of the United Nations (the FAO) under the Freedom from Hunger Campaign as a Fund-in-Trust to be used for the purpose of supplementing the activities envisaged under the Off-Shore Fishery Development Project for Vietnam (the Project) approved by the Governing Council of the United Nations Development Program in January 1967.

The Government of the United States wishes to make this grant on the following terms:

1. Subject to the terms of this note and to the availability of funds, the United States will contribute a total of up to \$2,012,100 to the Food and Agriculture Organization of the United Nations as a Fund-in-Trust to be used solely for the following purposes:

- (a) to supplement, through appropriate subcontracting and purchasing, and through the direct recruitment of an expert, the activities envisaged under the Project in respect to fishing activities through feasibility studies, trawling off the coast of Vietnam, and provision of a fishing vessel and equipment, as well as personnel, in accordance with a work plan agreed between appro-

¹ Came into force on 26 May 1967 by the exchange of the said notes.

appropriate authorities of the United States Department of State and the FAO, and

- (b) to pay for the FAO's project service costs at the rate of 5% of the amounts expended for the purposes of subsection (a) of this paragraph.

2. The total contribution shall be made in three installments. The first installment shall be by letter of credit issued to the FAO in the amount of \$705,600 within thirty days of the date of the FAO's concurring reply to this note. The subsequent installments shall be made at such dates and in such manner as the United States Government and the FAO later agree.

3. The FAO shall draw on letters of credit issued under paragraph 2 solely on the basis of such requirements for expenditure as arise in carrying out the purposes of the Fund-in-Trust and shall return to the United States Government any portion of the Fund-in-Trust which is not so applied. In the event that the purposes of the Fund-in-Trust can no longer be effectively carried out, the unexpended portion of the funds shall be returned to the United States Government. The FAO also shall pay to the United States Government its proportionate share of all refunds, rebates, and credits which it receives in connection with the purposes of the Fund-in-Trust.

4. The FAO shall be solely responsible for the arrangements to be made with the Government of Vietnam, which has requested this aid, and for the execution of the Project, and shall be free to delegate and/or subcontract its responsibilities for all or any part of the Project in accordance with the rules and practices of the FAO.

5. The FAO shall furnish the United States Government an annual report on the activities financed by this Fund-in-Trust and an annual statement of account thereon.

I propose that, if these terms are acceptable to the FAO, this note and the FAO's concurring reply shall constitute an agreement between the Government of the United States and the FAO, effective on the date of such reply.

Very truly yours,

For the Secretary of State:
Walter KOTSCHNIG
Deputy Assistant Secretary of State
for International Organization Affairs

The Director-General of the Food and Agriculture Organization
of the United Nations

II

FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS

26 May 1967

Sir,

I have the honor to refer to your letter of 26 May 1967 which reads as follows:

[See note I]

I have pleasure in informing you that the terms proposed by you in your letter of 26 May 1967, quoted above, are accepted by FAO. Accordingly I propose that your letter of 26 May 1967 and this letter be considered as an exchange of letters constituting an Agreement between the United States Government and FAO which shall take effect as from the date of this letter.

Accept, Sir, the assurance of my highest consideration.

B. R. SEN
Director-General

The Honorable Dean Rusk
Secretary of State
The Department of State
Washington, D.C.
