

No. 9897

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

**Agreement for sales of agricultural commodities (with annex). Signed at Kinshasa and Lubumbashi on 15 March 1967**

**Exchange of notes constituting an agreement amending the above-mentioned Agreement. Kinshasa, 6 April 1967**

**Exchange of notes constituting an agreement amending the above-mentioned Agreement of 15 March 1967, as amended. Kinshasa, 16 and 26 June 1967**

**Exchange of notes constituting an agreement amending the above-mentioned Agreement of 15 March 1967, as amended. Kinshasa, 15 and 21 December 1967**

*Authentic texts: English and French.*

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

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO FOR SALES OF AGRICULTURAL COMMODITIES

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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 the United States of America (hereinafter referred to as the exporting country) and the Democratic Republic of the Congo (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries:

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

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<sup>1</sup> Came into force on 15 March 1967 by signature, in accordance with part III (B).

## PART I

## GENERAL PROVISIONS

*Article I*

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated 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*

### *A. Initial Payment*

The Government of the importing country shall pay, or cause to be paid, such an initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that proportion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

### B. *Type of Financing*

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein, and special provisions relating to the sale are also set forth in Part II and in the applicable annex.

### C. *Deposit of Payments*

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates specified elsewhere in this agreement as follows:

1. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

2. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

## *Article III*

### A. *World Trade*

The two Governments shall take reasonable precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities of the types specified in the usual marketing table set forth in Part II during each import period specified in the table and during each

subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take all possible measures to prevent the resale, diversion in transit, or transmitted to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and
3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like the commodities financed under this agreement during the export limitation period specified in the export limitation table in Part II (except as specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America.)

#### B. *Private Trade*

In carrying out this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

#### C. *Self-help*

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

#### D. *Reporting*

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the period it is importing or utilizing commodities purchased under this agreement and for the first quarter after the end of that period:

1. 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;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and
4. 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.

#### E. *Procedures for Reconciliation and Adjustment of Accounts*

The two Governments shall 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. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

#### F. *Delivery*

For the purposes of this agreement:

1. 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,
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

#### G. *Applicable Exchange Rate*

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.
2. If a unitary rate system is not maintained, the applicable rate will be the rate that (as mutually agreed to by the two Governments) fulfills the requirements of the first sentence of this section G. This rate is specified in Part II or will be as otherwise mutually agreed by the two Governments.

#### H. *Consultation*

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

#### I. *Publicity*

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity as provided for in subsection 103(1) of the Act.

## PART II

## PARTICULAR PROVISIONS

Item I. *Commodity Table*

| <i>Commodity</i>                           | <i>Supply Period<br/>(U.S. Fiscal<br/>Year)</i> | <i>Approximate<br/>Maximum<br/>Quantity</i> | <i>Maximum Export<br/>Market Value<br/>(In thousands)</i> |
|--|---|---|---|
| Cotton, upland . . . . .                   | 1967  | 30,000 bales                                | \$3,342   |
| Wheat flour . . . . .                      | 1967  | 22,000 M.T.                                 | 2,124   |
| Ocean transportation (estimated) . . . . . |   |   | 585   |
|  |   | TOTAL                                       | \$6,051   |

Item II. *Payment Terms*

## Dollar Credit

1. Number of Installment Payments—19
2. Amount of each installment payment—First \$100,000; Balance in 18 approximately equal annual amounts.
3. Due date of first installment payment—Two years after date of last delivery of commodities in each calendar year.
4. Initial Interest Rate—1%.
5. Continuing Interest Rate—2½%

Item III. *Usual Marketing Table*

| <i>Commodity</i>   | <i>Imported Period</i>            | <i>Usual Marketing<br/>Requirement</i> |
|--|-----------------------------------|--|
| Wheat and/or wheat flour (on grain equivalent basis) . . . . . | United States<br>Fiscal Year 1967 | 6,000 metric tons                      |

Item IV. *Export Limitations*

A. The export limitation period shall be from the period beginning on the date of this Agreement and ending on the final date on which commodities delivered under the Agreement are imported and utilized.

B. For the purposes of Part I, Article III of the Agreement, commodities considered the same as or like the commodities financed under this Agreement include wheat and wheat products, raw cotton and/or cotton textiles.

#### Item V. *Self-Help Measures*

1. To allocate a large portion of the proceeds from this Agreement as mutually agreed upon for *a*) the repair and maintenance of bridges, roads and transport facilities with priority given to those which are directly related to the movement of agricultural produce and *b*) for food production projects with emphasis on those programs aimed at increasing the production of foodstuffs, notably rice and similar products.

2. To encourage growth of both agricultural vocational schools and training in agricultural production at the University of Lovanium and other educational institutions.

3. To provide from the current budget presentation information for joint review on the Government's policy and program for increasing food production.

4. Such other measures as may be mutually agreed upon for the purposes specified in Section 109 (*a*) of the Act. Specific recommendations for these additional measures are to be provided at the time of the joint review specified in 3 above and in any event within one year of this Agreement.

#### Item VI.

Economic Development Program for Which Proceeds Accruing to the Importing Country to be Used For purposes specified in Item V.1. and for other economic development purposes as may be mutually agreed upon.

### PART III

### FINAL PROVISIONS

A. This Agreement may be terminated by either Government by a notice of termination to the other Government. Such termination will not reduce any

financial obligation the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for this purpose have signed the present agreement. Done at Kinshasa/Lubumbashi, in duplicate, this 15th day of March, 1967.

For the Government  
of the United States of America :

Robert O. BLAKR  
Chargé d'Affaires

For the Government  
of the Democratic Republic  
of the Congo :

Justin BOMBOKO  
Minister of Foreign Affairs

**DOLLAR CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO FOR SALES OF AGRICULTURAL COMMODITIES**

The following provisions apply with respect to the sales of commodities financed on dollar credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in the United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of:

- a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in an account in its name and will use such proceeds for the economic development purposes specified in Part II of this agreement. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish the Government of the exporting country semi-annual reports, during such period as requested by the Government of the exporting country, con-

taining relevant information concerning the total sales proceeds deposited and each economic development program being undertaken with such sales proceeds including name, location, a brief description, total sales proceeds allocated to the program, amount disbursed to date, and status of completion. In the case of loans, there shall be included in the report the interest rate charged, repayment terms and prevailing rate of interest for comparable loans in the importing country.

5. All payments shall be in the United States dollars.
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EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> AMENDING THE AGREEMENT OF 15 MARCH 1967<sup>2</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO FOR SALES OF AGRICULTURAL COMMODITIES

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> MODIFIANT L'ACCORD DU 15 MARS 1967<sup>2</sup> CONCLU ENTRE LE GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE DU CONGO EN VUE DE LA VENTE DE PRODUITS AGRICOLES

I

No. 18

Kinshasa, April 6, 1967

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments of March 15, 1967 and propose that:

1. Item I of Part II of this Agreement be amended by adding, in the appropriate columns, rice, 1967, 15,000 metric tons, \$2,305 and increasing ocean transportation to \$797 and the total to \$8,568.
2. Item IV B of Part II of the Agreement be amended by adding "and rice" to the end of the sentence.

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

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

R. O. BLAKE  
Chargé d'Affaires, a.i.

His Excellency Justin-Marie Bomboko  
Minister of Foreign Affairs  
Kinshasa

<sup>1</sup> Came into force on 6 April 1967, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 120 of this volume.

<sup>1</sup> Entré en vigueur le 6 avril 1967, date de la note de réponse, conformément aux dispositions desdites notes.

<sup>2</sup> Voir p. 121 du présent volume.

2° Item IV,B de la Partie II de cet Accord soit amendé en ajoutant entre guillemets « et riz » à la fin de la phrase.

Je vous donne l'approbation du Gouvernement congolais à ces amendements, cette approbation et la présente note constituant l'accord qui entrera en vigueur entre nos deux Gouvernements à la date de ce jour.

Tout en vous demandant de bien vouloir transmettre les vifs remerciements du Gouvernement congolais au Gouvernement des États-Unis d'Amérique pour sa contribution, je vous prie de croire, Monsieur le Chargé d'Affaires, à l'assurance renouvelée de ma très haute considération.

J. M. BOMBOKO  
Le Ministre des Affaires Étrangères

A Monsieur R. O. BLAKE  
Chargé d'Affaires a.i. des États-Unis d'Amérique  
Kinshasa

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

DEMOCRATIC REPUBLIC OF THE CONGO  
CENTRAL GOVERNMENT  
MINISTRY OF FOREIGN AFFAIRS

No. 134.12/03222/67

Kinshasa, April 6, 1967

Mr. Chargé d'Affaires:

I have the honor to acknowledge receipt of your note No. 18 of April 6, 1967, with reference to the amendments to be made to the Agricultural Commodities Agreement between our two Governments signed on March 15, 1967, in accordance with your proposal that:

[See note I]

I hereby inform you of the Congolese Government's approval of these amendments, this approval and the aforesaid note thus constituting the agreement that will enter into force between our two Governments on this date.

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

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

Requesting you to be good enough to convey the sincere thanks of the Congolese Government to the Government of the United States of America for its contribution, I beg you to accept, Mr. Chargé d'Affaires, the renewed assurance of my very high consideration.

J. M. BOMBOKO  
Minister of Foreign Affairs

Mr. R. O. Blake,  
Chargé d'Affaires ad interim of the United States of America  
Kinshasa.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> AMENDING THE AGREEMENT OF 15 MARCH 1967<sup>2</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO FOR SALES OF AGRICULTURAL COMMODITIES, AS AMENDED

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> MODIFIANT L'ACCORD DU 15 MARS 1967<sup>2</sup> CONCLU ENTRE LE GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE DU CONGO EN VUE DE LA VENTE DE PRODUITS AGRICOLES, TEL QU'IL A ÉTÉ MODIFIÉ

I

No. 19

Kinshasa, June 16, 1967

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments of March 15, 1967, as amended, and I propose that Item I, Part II of that Agreement be further amended by increasing the maximum export value of cotton to \$4,192,000 and by increasing the total value to \$9,418,000.

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 reply.

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

Robert O. BLAKE  
Chargé d'Affaires, a.i.

His Excellency Justin-Marie Bomboko  
Minister of Foreign Affairs  
Kinshasa

<sup>1</sup> Came in to force on 26 June 1967, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 120 of this volume.

<sup>1</sup> Entré en vigueur le 26 juin 1967, date de la note de réponse, conformément aux dispositions desdites notes.

<sup>2</sup> Voir p. 121 du présent volume.

Je marque l'Accord du Gouvernement Congolais sur le contenu de votre lettre.

Veuillez agréer, Monsieur le Chargé d'Affaires, l'assurance de ma très haute considération.

[SCEAU]

J. M. BOMBOKO  
Le Ministre des Affaires Étrangères

Monsieur Robert O. Blake  
Chargé d'Affaires a.i. des États-Unis d'Amérique  
Kinshasa

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

DEMOCRATIC REPUBLIC OF THE CONGO  
MINISTRY OF FOREIGN AFFAIRS  
Office of the Minister

No. 130/01691/67

Kinshasa, June 26, 1967

Mr. Chargé d'Affaires:

I have the honor to acknowledge receipt of your note No. 19 of June 16, 1967, which reads as follows:

[See note I]

I wish to inform you that the Congolese Government agrees to the contents of your note.

Accept, Mr. Chargé d'Affaires, the assurance of my very high consideration.

[SEAL]

J. M. BOMBOKO  
Minister of Foreign Affairs

Mr. Robert O. Blake  
Chargé d'Affaires ad interim  
of the United States of America  
Kinshasa

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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> AMENDING THE AGREEMENT OF 15 MARCH 1967<sup>2</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO FOR SALES OF AGRICULTURAL COMMODITIES, AS AMENDED

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> MODIFIANT L'ACCORD DU 15 MARS 1967<sup>2</sup> CONCLU ENTRE LE GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE DU CONGO EN VUE DE LA VENTE DE PRODUITS AGRICOLES, TEL QU'IL A ÉTÉ MODIFIÉ

## I

No. 18

Kinshasa, December 15, 1967

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments signed March 15, 1967 and amended April 6, June 16 and 26, 1967, and propose that:

Item I of Part II of this Agreement be further amended by increasing the maximum export value of rice to \$2,905,000 and increasing the total value of commodities under the Agreement to \$10,018,000.

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

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

Ralph J. MCGUIRE  
Chargé d'Affaires, ad interim

His Excellency Justin-Marie Bomboko  
Minister of Foreign Affairs  
Kinshasa

<sup>1</sup> Came in to force on 21 December 1967, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 120 of this volume.

<sup>1</sup> Entré en vigueur le 21 décembre 1967, date de la note de réponse, conformément aux dispositions desdites notes.

<sup>2</sup> Voir p. 121 du présent volume.

Votre lettre précitée contenait les propositions suivantes :

« Item I de la Partie II de cet Accord soit ultérieurement amendé par l'augmentation de la valeur maximum d'Exportation de riz de \$2 905 000 et l'augmentation de la valeur totale des marchandises sous cet Accord de \$10 018 000. »

Je vous donne l'approbation du Gouvernement Congolais à ces propositions; cette approbation et la présente note constituent l'accord qui entrera en vigueur entre nos deux Gouvernements à la date de ce jour.

Veuillez agréer, Monsieur le Chargé d'Affaires, l'assurance de ma très haute considération.

Le Vice-Ministre des Affaires Étrangères  
et du Commerce Extérieur:

J. UMBA DI LUTETE  
[SEAL]

A Monsieur Ralph J. McGuire  
Chargé d'Affaires a.i. des États-Unis  
à Kinshasa

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

DEMOCRATIC REPUBLIC OF THE CONGO  
MINISTRY OF FOREIGN AFFAIRS  
International cooperation administration

13412/11832/67

December 21, 1967

*Agreement on sales of agricultural commodities*

Mr. Chargé d'Affaires:

I have the honor to acknowledge receipt of your note No. 18, dated December 15, 1967, relating to the Agreement on Sales of Agricultural Commodities signed by our two Governments on March 15, 1967, and amended on April 6 and June 16 and 26, 1967.

Your note contained the following proposals:

[See note I]

<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 hereby convey the Congolese Government's concurrence in these proposals; that concurrence, and this note, constitute an Agreement between our two Governments, to enter into force on today's date.

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

J. UMBA DI LUTETE  
Vice Minister of Foreign Affairs and Foreign Trade  
[SEAL]

Mr. Ralph J. McGuire  
Chargé d'Affaires ad interim  
of the United States  
Kinshasa