

No. 9986

**UNITED STATES OF AMERICA
and
GHANA**

**Agreement for sales of agricultural commodities (with annex).
Signed at Accra on 3 January 1968**

Authentic text: English.

Amendment to part II of the above-mentioned Agreement

*The Agreement and certified statement were registered by the United States of America
on 1 November 1969.*

**ÉTATS-UNIS D'AMÉRIQUE
et
GHANA**

**Accord relatif à la vente de produits agricoles (avec annexe). Signé
à Accra le 3 janvier 1968**

Texte authentique: anglais.

Modification de la partie II de l'Accord susmentionné

*L'Accord et la déclaration certifiée ont été enregistrés par les États-Unis d'Amérique
le 1^{er} novembre 1969.*

**AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT
OF GHANA FOR SALES OF AGRICULTURAL
COMMODITIES**

The Government of the United States of America and the Government of Ghana have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III and the Local Currency Annex of the Agreement signed March 3, 1967,² together with the attached Convertible Local Currency Credit Annex and the following Part II.

**PART II
PARTICULAR PROVISIONS**

Item I. Commodity Table:

<i>Commodity</i>	<i>Supply Period (Calendar Year)</i>	<i>Approximate Maximum Quantity</i>	<i>Maximum Export Market Value (In Thousands)</i>
A. Convertible Local Currency Credit Terms			
Wheat flour	1968	10,000 M.T.	\$ 771
Tobacco	1968	1,100 M.T.	1,940
Tallow	1968	12,000 M.T.	1,884
Ocean Transportation (estimated)			533
		Subtotal	\$ 5,128
B. Local Currency Terms			
Cotton	1968	17,500 bales	\$ 2,160
Cotton Grey cloth	1968	20,000,000 Linear yds. (about 5 million lbs.)	4,800
		Subtotal	\$ 6,960
		TOTAL	\$12,088

¹ Came into force on 3 January 1968 by signature, in accordance with part III (B).

² United Nations, *Treaty Series*, vol. 688, p. 283.

Item II. *Payment Terms:*

A. Convertible Local Currency Credit

1. Initial Payment—None
2. Number of Installment Payments—31
3. Amount of each Installment Payment—approximately equal annual amounts.
4. Due date of First Installment Payment—10 years after date of last delivery in each calendar year.
5. Initial Interest Rate—2 per cent
6. Continuing Interest Rate—2½ per cent

B. Local Currency Terms

1. Proportions of local currency indicated for specified purposes:
 - (a) United States Expenditures—20 per cent
 - (b) Section 104 (e)—15 per cent
 - (c) Section 104 (f) loans—65 per cent
2. Convertibility
 - (a) Section 104 (b) (1) purposes—\$139,200
 - (b) Section 104 (b) (2) purposes—\$ 69,600

Item III. *Usual Marketing Table:*

<i>Commodity</i>	<i>Import Period (Calendar Year)</i>	<i>Usual Marketing Requirements</i>
Wheat flour	1968	31,000 M.T.
Tobacco	1968	1,150 M.T.
Tallow	1968	12,000 M.T.
Cotton	1968	1,000 Bales
Cotton Textiles in Standard Textile Codes 652-100, -203, -204, -205, and -206	1968	10,000,000 pounds (about 40 million linear yards)

Of the usual marketing requirements at least 8,700 metric tons of tallow, 450 metric tons of tobacco and 1,000 bales of cotton shall be imported from the United States of America.

Item IV. *Export Limitations:*

A. Export Limitations Period

With respect to each commodity financed under this Agreement, the export limitation period for the same or like commodities shall be the period beginning on the date of this Agreement and ending with the final date on which the commodity financed under this Agreement is imported and utilized.

B. For the purposes of Part I, Article III A 3 of the Agreement, the commodities considered to be the same as, or like, the commodities financed under this Agreement are as follows:

<i>Commodities Financed Under This Agreement</i>	<i>Same or Like Commodities</i>
Inedible tallow	Inedible tallow
Cotton and cotton grey cloth.	Raw Cotton and/or cotton textiles
Tobacco	Unmanufactured tobacco
Wheat flour	Food Grains, including wheat and wheat products

Item V. *Self-Help Measures:*

1. Implement and support the agricultural sector study which provides a long-range framework for agricultural development, implementing recommendations as they become available.

2. Take additional measures to improve the availability, distribution and use of such agricultural inputs as fertilizer, insecticides, implements, and seeds. Such measures include the open import licensing of agricultural inputs.

3. Investigate and report the feasibility of price supports for major food crops. If such programs are feasible, then support prices should be announced well in advance of the next planting season.

4. Establish an agricultural research council to coordinate research done by all institutions engaging in agricultural research. The council will recommend measures for project approval so that research will be directed toward practical problems of farmers.

5. Use at least 50 per cent of the cedis available for economic development under this agreement for activities related to agriculture, which include:

- (a) Agricultural Extension;
- (b) Vocational Agricultural Training;
- (c) Feeder Roads (Farm to market); and
- (d) Agricultural Credit.

Item VI. *Other Provisions:*

In addition to any local currency authorised for sale under Section 104(j) of the Act, the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of a trip in which the traveller travels from, to or through the importing country. These funds (but not the sales under Section 104(j)) are intended to cover travel by persons who are travelling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. The travel for which local currency may be utilized shall not be limited to service provided by the transportation facilities of the importing country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Accra, Ghana, in duplicate, this third day of January 1968.

For the Government
of the United States of America:

Hubert H. HUMPHREY

For the Government
of Ghana:

J. W. K. HARLLEY

CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GHANA FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on convertible local currency 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 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, 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 dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of

last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. 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 a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. 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, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars or, if the Government of the exporting country so elects,

- (a) The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or
- (b) The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.
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AMENDMENT TO PART II OF THE ABOVE AGREEMENT OF 3 JANUARY 1968

By an Agreement in the form of an exchange of notes dated at Accra on 9 and 21 February 1968, which came into force on that date by the exchange of the said notes, part II of the above-mentioned Agreement was amended as follows:

Item I, A: In appropriate columns increase the dollar amount for wheat flour to \$1,036,000, increase the subtotal of Item I, A to \$5,393,000, and increase the total value of the Agreement from \$12,088,000 to \$12,353,000.

Certified statement was registered by the United States of America on 1 November 1969.
