

No. 10622

**UNITED STATES OF AMERICA
and
BURUNDI**

Exchange of notes constituting an agreement to provide a framework for assistance by the United States of America for small development activities in the Republic of Burundi. Bujumbura, 13 and 18 February 1970

Authentic texts: English and French.

Registered by the United States of America on 3 August 1970.

**ÉTATS-UNIS D'AMÉRIQUE
et
BURUNDI**

Échange de notes constituant un accord destiné à fournir un cadre à l'assistance des États-Unis d'Amérique en ce qui concerne les petits projets de développement entrepris dans la République du Burundi. Bujumbura, 13 et 18 février 1970

Textes authentiques: anglais et français.

Enregistré par les États-Unis d'Amérique le 3 août 1970.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND BURUNDI TO PROVIDE A FRAMEWORK FOR ASSISTANCE BY THE UNITED STATES OF AMERICA FOR SMALL DEVELOPMENT ACTIVITIES IN THE REPUBLIC OF BURUNDI

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE BURUNDI DESTINÉ À FOURNIR UN CADRE À L'ASSISTANCE DES ÉTATS-UNIS D'AMÉRIQUE EN CE QUI CONCERNE LES PETITS PROJETS DE DÉVELOPPEMENT ENTREPRIS DANS LA RÉPUBLIQUE DU BURUNDI

I

*The American Ambassador to the Minister for Foreign Affairs
and Cooperation of Burundi*

No. 19

Bujumbura, February 13, 1970

Excellency:

I have the honor to refer to the conversations and exchange of views between representatives of our two Governments relating to a General Agreement, Special Development Assistance, and to present herein the final Agreement as developed by our representatives.

GENERAL AGREEMENT
SPECIAL DEVELOPMENT ASSISTANCE

I. *Objective*

The purpose of this agreement is to provide a framework for assistance by the United States of America for small development activities in the Republic of Burundi for which primary responsibility is reposed in the Government or people of Burundi. Such assistance shall be furnished as agreed upon by the Embassy of the United States of America ("Embassy") and the Government of the Republic of Burundi,

¹ Came into force on 18 February 1970, the date of the note in reply, in accordance with the provisions of the said notes.

¹ Entré en vigueur le 18 février 1970, date de la note de réponse, conformément aux dispositions desdites notes.

pursuant to the Foreign Assistance Act of 1961, as amended. Such assistance will be directed toward those activities in which self-help by the Government or people of Burundi is an important element.

II. *Methods of Implementation*

A. Pursuant to this agreement the Embassy will consider requests for assistance for small development activities proposed by the Government of the Republic of Burundi or requests for such activities which have been proposed by private organizations within Burundi and concurred in by the Government of the Republic of Burundi.

B. After determination to proceed with any proposed activity, the Embassy will prepare a brief description of the activity and the responsibilities to be undertaken by the Embassy and by the Government of the Republic of Burundi or private organization sponsoring the activity. After the Government of the Republic of Burundi or private organization sponsoring the activity has agreed to such a description, obligation of United States' funds for the activity will be by Embassy purchase order or other contractual document for the goods and services financed by the United States of America.

III. *Special Provisions*

A. The Government of the Republic of Burundi will make such arrangements as may be necessary so that funds introduced into the Republic of Burundi by the Embassy or any public or private agency for purposes of carrying out obligations of the U.S. Government hereunder shall be convertible into currency of Burundi at the highest rate which, at the time the conversion is made, is not unlawful in Burundi.

B. The Embassy shall expend funds and carry on operations pursuant to this agreement only in accordance with the applicable laws and regulations of the United States Government and of the Republic of Burundi.

C. If the Embassy and any public or private organization furnishing commodities through United States Government financing for operations hereunder in Burundi is, under the laws, regulations, or administrative procedures of the Republic of Burundi, liable for customs duties or import taxes on commodities imported into Burundi for the purpose of carrying out an activity under this agreement, the Government of the Republic of Burundi will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

D. The two parties shall have the right at any time to observe operations carried out under this agreement. Either party during the term of an activity under this agreement and until three years after the completion of the activity, shall further have the right (1) to examine any property procured through financing by that party under this agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this agreement, wherever such records may be located and maintained. Each party, in arranging for

any disposition of any property procured through financing by the other party under this agreement, shall assure that the rights of examination, inspection, and audit described in the preceding sentence are reserved to the party which did the financing.

E. Upon completion of each activity, a Completion Report shall be promptly drawn up by the Embassy, signed by appropriate representatives of the Embassy and the Government of the Republic of Burundi, or private organization receiving the U.S. assistance, and submitted to the Embassy and the Government of the Republic of Burundi. The Completion Report shall include a summary of the actual contributions by both the United States of America and the Government of the Republic of Burundi, or other Burundi entity, to such activity, and shall provide a record of what was done, the objectives achieved, and related basic data. The Embassy and the Government of the Republic of Burundi, or the appropriate Burundi entity, shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this agreement and to evaluate the effectiveness of such operations.

F. Any property furnished to the Government of the Republic of Burundi through financing pursuant to this agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project, and thereafter shall be used so as to further the objectives sought in carrying out the project. The Government of the Republic of Burundi, unless otherwise agreed by the United States Government, shall offer to return to the United States Government, or to reimburse the United States Government for, any property which it obtains through financing by the United States Government pursuant to this agreement which is not used in accordance with the preceding sentence.

G. All or any part of the assistance provided herein may be terminated by either Government if that Government determines that by changed conditions such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered. It is expressly understood that the obligations under paragraph F relating to the use of property shall remain in force after such termination.

I have the further honor to propose that if this text is acceptable to your Government, this note and Your Excellency's note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your note in reply.

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

Thomas P. MELADY

His Excellency Libère Ndabakwaje
Minister for Foreign Affairs and Cooperation
Bujumbura

J'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur le texte ci-dessus et que votre Note et cette réponse constituent un Accord entre nos deux Gouvernements qui entre en vigueur à cette date.

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

Le Ministre des affaires étrangères et de la coopération:

Libère NDABAKWAJE

A Monsieur l'Ambassadeur des États-Unis d'Amérique
à Bujumbura

[TRANSLATION ¹ — TRADUCTION ²]

REPUBLIC OF BURUNDI
MINISTRY OF FOREIGN AFFAIRS AND COOPERATION

No. C.I./0624/A.E.

Bujumbura, February 18, 1970

Mr. Ambassador:

I have the honor to acknowledge receipt of your note No. 19 dated February 13, 1970, relating to a General Agreement, Special Development Assistance, the text of which reads as follows:

[See note I]

I have the honor to inform you that my Government concurs in the foregoing text and agrees that your note and this reply thereto shall constitute an Agreement between our two Governments which shall enter into force on this date.

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

Libère NDABAKWAJE

Minister of Foreign Affairs and Cooperation

The Ambassador of the United States of America
Bujumbura

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

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