

**No. 11261**

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**UNITED STATES OF AMERICA  
and  
MAURITANIA**

**General Agreement — Special development assistance.  
Signed at Nouakchott on 23 March 1971**

*Authentic texts: English and French.*

*Registered by the United States of America on 4 August 1971.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
MAURITANIE**

**Accord général d'assistance spéciale de développement. Signé  
à Nouakchott le 23 mars 1971**

*Textes authentiques: anglais et français.*

*Enregistré par les États-Unis d'Amérique le 4 août 1971.*

## GENERAL AGREEMENT<sup>1</sup> — SPECIAL DEVELOPMENT ASSISTANCE

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### 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 Islamic Republic of Mauritania for which primary responsibility is reposed in the Government or people of the Islamic Republic of Mauritania. Such assistance shall be furnished as agreed upon by the Embassy of the United States of America ("Embassy") and the Government of the Islamic Republic of Mauritania, 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 the Islamic Republic of Mauritania 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 Islamic Republic of Mauritania or requests for such activities which have been proposed by local authorities or private organizations within Mauritania and concurred in by the Government of the Islamic Republic of Mauritania.

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 Islamic Republic of Mauritania or the local authority or private organization sponsoring the activity. After the Government of the Islamic Republic of Mauritania or the local authority 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 Islamic Republic of Mauritania will make such arrangements as may be necessary so that funds introduced into Mauritania

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<sup>1</sup> Came into force on 23 March 1971 by signature, in accordance with its provisions.

by the Embassy or any public or private agency for purposes of carrying out obligations of the United States Government hereunder shall be convertible into currency of Mauritania at the highest legal rate.

B. The Embassy shall expend funds and carry on operations pursuant to this agreement in accordance with the applicable laws and regulations of the Governments of the United States of America and of the Islamic Republic of Mauritania.

C. If the Embassy or any public or private organization furnishing commodities through United States Government financing for operations hereunder in the Islamic Republic of Mauritania is, under the laws, regulations, or administrative procedures of the Islamic Republic of Mauritania, liable for customs duties or import taxes on commodities imported into Mauritania for the purpose of carrying out an activity under this agreement, the Government of the Islamic Republic of Mauritania 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 examine operations carried out under this agreement. Either party during the term of any 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.

Before allocating any property financed by one of the parties for a use different from that which had been initially foreseen, the party taking such an initiative will 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 Islamic Republic of Mauritania, or the local authority or private organization receiving the U.S. assistance, and submitted to the Embassy and the Government of the Islamic Republic of Mauri-

tania. The Completion Report shall include a summary of the actual contributions by both the United States of America and the Government of the Islamic Republic of Mauritania, or other Mauritanian 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 Islamic Republic of Mauritania, or the appropriate Mauritanian 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 Islamic Republic of Mauritania 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 Islamic Republic of Mauritania, 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. The agreement shall enter into force when signed. 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.

DONE in Nouakchott, the 23rd of March, 1971 in two original copies in French and in English, the two texts being equally valid.

For the Government  
of the United States of America:

[Signed]

ROBERT A. STEIN  
Chargé d'Affaires a.i.  
American Embassy  
Nouakchott

For the Government  
of the Islamic Republic of Mauritania:

[Signed]

HAMDI OULD MOUKNASS  
Minister of Foreign Affairs