

No. 13351

**UNITED STATES OF AMERICA
and
MOROCCO**

**Agreement for sales of agricultural commodities. Signed at
Rabat on 19 April 1973**

**Exchange of notes constituting an agreement amending the
above-mentioned Agreement. Rabat, 11 May 1973**

Authentic text of the Agreement: English.

Authentic texts of the Exchange of notes: English and French.

Registered by the United States of America on 30 May 1974.

**ÉTATS-UNIS D'AMÉRIQUE
et
MAROC**

**Accord relatif à la vente de produits agricoles. Signé à
Rabat le 19 avril 1973**

**Échange de notes constituant un accord modifiant l'Accord
susmentionné. Rabat, 11 mai 1973**

Texte authentique de l'Accord: anglais.

Textes authentiques de l'Échange de notes: anglais et français.

Enregistrés par les États-Unis d'Amérique le 30 mai 1974.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Kingdom of Morocco have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the preamble, parts I and III, of the April 20, 1967, Agreement² and the Convertible Local Currency Credit Annex of the February 25, 1969, Agreement³ and the following part II:

PART II PARTICULAR PROVISIONS

ITEM I. *Commodity table*

<i>Commodity</i>	<i>Supply period (United States fiscal year)</i>	<i>Approximate maximum quantity (Metric tons)</i>	<i>Maximum export market value (1,000)</i>
Wheat/wheat flour	1973	91,500	\$9,371

ITEM II. *Payment terms*

Convertible Local Currency Credit Terms

1. Initial Payment — 15 percent.
2. Number of Installment Payments — 25.
3. Amount of Each Installment Payment — approximately equal annual amounts.
4. Due Date of First Installment Payment — six years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate — 2 percent per annum.
6. Continuing Interest Rate — 3 percent per annum.

ITEM III. *Usual marketing table*

<i>Commodity</i>	<i>Import period (United States fiscal year)</i>	<i>Usual marketing requirement (Metric tons)</i>
Wheat/wheat flour	1973	200,000

ITEM IV. *Export limitations*

A. With respect to each commodity financed under this Agreement, the export limitation period for the same or like commodities shall begin on the date of this Agreement and end on the final date which said commodity is imported or utilized, whichever is later.

¹ Came into force on 19 April 1973 by signature, in accordance with part III (B).

² United Nations. *Treaty Series*, vol. 685, p. 177.

³ *Ibid.*, vol 714, p. 193.

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: for wheat/wheat flour — wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or same product under a different name).

ITEM V. *Self-help measures*

1. Growth in the production of cereal crops, especially through the development and use of improved varieties, increased use of fertilizer, improvement of farmer extension programs, and an increase in number of Moroccans trained in wheat production technology.

2. Growth in the production of meat, especially through expansion of forage and feed production, improved animal health care, and the improved management of range lands.

3. Continued development of the irrigated perimeter in the Bou-Areg of Lower Moulouya.

4. Improvement and planning of training of higher technicians of agriculture of the Hassan II Agronomic Institute and the National School of Agriculture through the improvement of programs in these establishments as may be needed and introduction of required equipment.

5. A general improvement in the conditions of availability and utilization of agricultural credit, notably in favor of small farmers and agricultural cooperatives.

ITEM VI. *Economic development purposes for which proceeds accruing to importing country are to be used*

The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in item V and for the following sectors contained in the Government of Morocco's development budget:

1. Agriculture and Rural development
2. Employment and Manpower development
3. Population and Health

ITEM VII. *Ocean freight*

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in U.S. flag vessels. But, notwithstanding the provisions of paragraph 1 of the convertible local currency credit annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. *Other*

Sales Proceeds. Substitute the following paragraph 4 of the convertible local currency credit annex. "The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this Agreement, to be applied to the economic development uses set forth in part II of this

Agreement, shall be not 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 (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the payment, if any, made by the Government of the importing country pursuant to the proviso in section 103 (b) of the Act (such payment is herein called 'the currency use payment'). 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 non-governmental 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 accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in the case of expenditures the budget sector in which they were used."

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

DONE at Rabat, in duplicate, this 19th day of April, 1973.

For the Government
of the United States of America:
STUART W. ROCKWELL

For the Government
of the Kingdom of Morocco:
ABDELKADER BENSLIMANE

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND MOROCCO AMENDING THE AGREEMENT OF 19 APRIL 1973² FOR SALES OF AGRICULTURAL COMMODITIES

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE MAROC MODIFIANT L'ACCORD DU 19 AVRIL 1973² RELATIF À LA VENTE DE PRODUITS AGRICOLES

I

No. 204

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Kingdom of Morocco and has the honor to refer to the Agricultural Commodities Agreement signed by the representatives of the Governments of the United States of America and Morocco on April 19, 1973,² and proposes to amend that Agreement to make the following change in part II, item I Commodity Table, under column heading Supply Period (United States Fiscal Year) delete "1973" and insert in lieu "1973 and 1974"; and in part II, item III Usual Marketing Table, under column heading Commodity insert new line "Wheat/Wheat Flour"; and under column heading Import Period insert new line "United States Fiscal Year 1974"; and under column heading Usual Marketing Requirement (Metric Tons) insert new line "200,000".

All other terms and conditions of the April 19, 1973 Agreement will remain the same.

If the foregoing is acceptable to the Government of Morocco, the Embassy proposes that this note and the Ministry's reply thereto constitute an agreement between the Governments of the United States of America and Morocco to enter into force on the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America

Rabat, May 11, 1973.

¹ Came into force on 11 May 1973, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 196 of this volume.

¹ Entré en vigueur le 11 mai 1973, date de la note de réponse, conformément aux dispositions desdites notes.

² Voir p. 198 du présent volume.

[TRANSLATION¹ — TRADUCTION²]KINGDOM OF MOROCCO
MINISTRY OF FOREIGN AFFAIRS

Rabat, May 11, 1973

N.C.E.C. 13/MAE
Reference 13/959

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 204, dated May 11, 1973, which reads as follows:

[*See note I*]

The Ministry of Foreign Affairs hereby states that the Moroccan Government concurs in the foregoing note.

The Ministry of Foreign Affairs takes this occasion to renew to the Embassy of the United States of America the assurances of its high consideration.

Embassy of the United States of America
Rabat

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

² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.