

No. 13626

---

**UNITED STATES OF AMERICA  
and  
GUINEA**

**Agreement for sales of agricultural commodities. Signed  
at Washington on 8 May 1974**

**Exchange of notes constituting an agreement amending  
the above-mentioned Agreement. Conakry, 24 May  
1974**

**Exchange of notes constituting an agreement amending the  
above-mentioned Agreement of 8 May 1974, as amend-  
ed. Conakry, 13 and 14 June 1974**

*Authentic texts: English and French.*

*Registered by the United States of America on 4 November 1974.*

---

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

**Accord en vue de la vente de produits agricoles. Signé  
à Washington le 8 mai 1974**

**Échange de notes constituant un accord modifiant l'Accord  
susmentionné. Conakry, 24 mai 1974**

**Échange de notes constituant un accord modifiant l'Accord  
susmentionné du 8 mai 1974, tel que modifié. Conakry,  
13 et 14 juin 1974**

*Textes authentiques : anglais et français.*

*Enregistrés par les États-Unis d'Amérique le 4 novembre 1974.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GUINEA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Guinea have agreed to the sales of the agricultural commodities specified below. This Agreement shall consist of the Preamble, parts I and III, and the Convertible Local Currency Credit Annex of the October 18, 1967, Agreement<sup>2</sup> 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 (Millions)</i>
Wheat flour .....	1974	3,750	\$1.00
Soybean/Cottonseed Oil .....	1974	1,900	<u>\$1.25</u>
			\$2.25

#### *Item II.* Payment Terms:

##### Convertible Local Currency Credit

1. Initial Payment—None
2. Currency Use Payment—None
3. Number of Installment Payment—25 equal annual payments
4. Amount of Each Installment Payment—Approximately equal annual amounts
5. Due Date of First Installment payment—6 years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate—2 percent
7. Continuing Interest Rate—3 percent.

#### *Item III.* Usual Marketing Requirements:

<i>Commodity</i>	<i>Import Period (United States Fiscal Year)</i>	<i>Usual Marketing Requirement</i>
Wheat Flour .....	1974	4,700 M.T.
Edible Vegetable Oil Oilseeds (in oil equivalent) .....	1974	1,900 M.T.

<sup>1</sup> Came into force on 8 May 1974 by signature, in accordance with part III (B).

<sup>2</sup> United Nations, *Treaty Series*, vol. 701, p. 65.

*Item IV. Export Limitations:*

A. With respect to each commodity financed under this Agreement, the export limitation period for the same or like commodity shall be for the United States fiscal year 1974 or any subsequent United States fiscal year during which each commodity financed under this Agreement is being imported and utilized.

B. For the purpose of part I, article III, A3, of the Agreement, the commodities considered to be the same as, or like, the commodities financed under this Agreement are: for wheat flour—wheat, rolled wheat, wheat flour, semolina, farina, and bulgur (or same product under a different name); for soybean/cottonseed oil—all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, and sesame oil and all oilseeds or beans from which these oils are produced.

*Item V. Self-Help Measures:*

The Government of Guinea agrees to:

1. Continue to take effective action to stabilize its economy and to guard against inflation.
2. Request the assistance of appropriate international organizations to implement studies of its agricultural programs and policy, especially of the marketing system, in order to improve efficiency and to achieve optimum production levels.
3. Establish a cereal price support and improved marketing program to provide an incentive to farmers to increase cereal production.
4. Accelerate applied research on food crops to determine fertilizer requirements, to find higher yielding varieties and to disseminate such information for better crop and soil management practices.
5. Strengthen systems for collection, computation and analysis of agricultural statistics including import, export and other related trade data for use in determining agricultural production and marketing policies.

*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 sectors described in the Government of Guinea's Development Plan for the National Economy.

*Item VII. Ocean Freight (Differential):*

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States 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 Provisions:

A. Substitute the following for paragraph 4 of the Convertible Local Currency Credit Annex:

“The total amount of the proceeds accruing to the importing country from the sale of the commodities financed under this Agreement, to be applied to the economic development uses set forth in part II of this Agreement, 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 (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 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 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.”

B. The Government of Guinea understands that the Food for Peace Act (P.L. 480) requires the Agreement to provide for termination whenever the Government of the United States of America finds that the self-help program described in the Agreement is not being adequately developed and that the Government of the United States of America can terminate the Agreement in such a case under the termination clause in Part III of the Agreement.

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

DONE at Washington, in duplicate, this 8th day of May 1974.

EN FOI DE QUOI, les représentants respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Washington, en double exemplaire, le 8 mai 1974.

Pour le Gouvernement des Etats-Unis d'Amérique :  
For the Government of the United States of America:

[*Signed — Signé*]

TERENCE A. TODMAN  
Ambassador of the United States of America<sup>1</sup>

Pour le Gouvernement de la Guinée :  
For the Government of Guinea:

[*Signed — Signé*]

FOUROUMO KOUROUMA  
Chargé d'affaires a.i.  
Ambassade de la République de Guinée à Washington<sup>2</sup>

---

<sup>1</sup> Ambassadeur des Etats-Unis d'Amérique.

<sup>2</sup> Embassy of the Republic of Guinea to Washington.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND GUINEA AMENDING THE AGREEMENT OF 8 MAY 1974<sup>2</sup> FOR SALES OF AGRICULTURAL COMMODITIES

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LA GUINÉE MODIFIANT L'ACCORD DU 8 MAI 1974<sup>2</sup> EN VUE DE LA VENTE DE PRODUITS AGRICOLES

## I

[TRADUCTION — TRANSLATION]

*The American Ambassador to the  
Guinean Minister of External Commerce*

*L'Ambassadeur des Etats-Unis d'Amérique  
au Ministre du commerce extérieur  
de la Guinée*

EMBASSY  
OF THE UNITED STATES OF AMERICA  
CONAKRY

AMBASSADE  
DES ÉTATS-UNIS D'AMÉRIQUE  
CONAKRY

May 24, 1974

Le 24 mai 1977

No. 55

N° 55

Excellency:

Monsieur le Ministre,

I have the honor to refer to the agricultural commodities Agreement signed by representatives of our two Governments on May 8, 1974,<sup>2</sup> and to propose that the said Agreement be amended as follows:

Me référant à l'Accord relatif aux produits agricoles signé par des représentants de nos deux Gouvernements le 8 mai 1974<sup>2</sup>, j'ai l'honneur de proposer que ledit Accord soit modifié comme suit :

I. *Part II, Item I, Commodity Table*I. *Deuxième partie, point I, Tableau des produits*

A. Add the commodity corn/grain sorghums for *Supply Period* United States Fiscal Year 1974–1975; *Approximate Maximum Quantity* shall read 10,000 metric tons; *Maxi-*

A. Dans la colonne *Produit*, ajouter : Maïs/grand millet (sorgho); dans la colonne *Période d'offre (Année budgétaire des Etats-Unis)*, ajouter : 1974–1975; dans la colonne *Quantité maximale approximative*, ajouter :

<sup>1</sup> Came into force on 24 May 1974, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 278 of this volume.

<sup>1</sup> Entré en vigueur le 24 mai 1974, date de la note de réponse, conformément aux dispositions desdites notes.

<sup>2</sup> Voir p. 281 du présent volume.

*mum Export Market Value* shall read \$1.26 million.

B. Increase the commodity wheat flour to 7,500 metric tons. Increase the *Maximum Export Market Value* to \$1.80 million.

C. Increase the total to \$4.31 million.

D. For each commodity change the *Supply Period* to read United States Fiscal Year 1974–1975.

## II. *Part II, Item III, Usual Marketing Requirements*

A. Add the commodity corn/grain sorghums; *Import Period* shall read United States Fiscal Year 1974–1975; *Usual Marketing Requirement* shall read none.

B. For each commodity change the *Import Period* to read United States Fiscal Year 1974–1975.

C. Under *Usual Marketing Requirement* insert the following phrase after the quantity listed for each commodity: in each year.

III. At the end of *Item IV, B*, add the following:

For corn/grain sorghums—corn, cornmeal, barley, grain sorghums, rye and oats, including mixed feeds containing predominantly such grains.

All other terms and conditions of this Agreement remain the same.

I propose that this note and your reply thereto will constitute an agree-

10 000 tonnes, et dans la colonne *Valeur maximale sur le marché d'exportation*, ajouter : 1,26 million.

B. Pour le produit farine de blé, porter la quantité à 7 500 tonnes. Porter la *Valeur maximale sur le marché d'exportation* à 1,80 million de dollars.

C. Porter le total à 4,31 millions de dollars.

D. Pour chaque produit, indiquer 1974–1975 dans la colonne *Période d'offre (Année budgétaire des Etats-Unis)*.

## H. *Deuxième partie, point III, Obligations relatives au marché habituel*

A. Dans la colonne *Produit*, ajouter Maïs/grand millet (sorgho); dans la colonne *Période d'importation (Année budgétaire des Etats-Unis)*, ajouter : 1974–1975, et dans la colonne *Obligations relatives au marché habituel*, ajouter : Néant.

B. Pour chaque produit, indiquer 1974–1975 dans la colonne *Période d'importation (Année budgétaire des Etats-Unis)*.

C. Dans la colonne intitulée *Obligations relatives au marché habituel*, après la quantité mentionnée pour chaque produit, ajouter : par an.

III. A la fin du *point IV, B*, ajouter :

Maïs/grand millet (sorgho), et en face : Maïs, farine de maïs, orge grand millet, seigle et avoine, y compris les aliments composés à base principalement de telles céréales.

Toutes les autres clauses et conditions de l'Accord en cause demeurent inchangées.

Je propose que la présente note et votre réponse constituent entre nos

ment between our two Governments, effective the date of your note in reply.

Accept, Excellency, the assurances of my highest consideration.

TERENCE A. TODMAN

His Excellency  
Abdoulaye Touré  
Minister of External Commerce  
Conakry

deux Gouvernements un Accord qui entrera en vigueur à la date de votre réponse.

Veuillez agréer, etc.,

TERENCE A. TODMAN

Son Excellence  
Monsieur Abdoulaye Touré  
Ministre du commerce extérieur  
Conakry

## II

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

RÉPUBLIQUE DE GUINÉE  
DOMAINE DES ÉCHANGES  
MINISTÈRE  
DU COMMERCE EXTÉRIEUR

Le Ministre  
du Commerce Extérieur

CONAKRY

Le 24 mai 1974

N° 1269/MDE/MCE/CAB

Le Ministère du Commerce Extérieur de la République de Guinée présente ses compliments à l'Ambassade des Etats-Unis d'Amérique, et a l'honneur d'accuser réception de sa note n° 55 en date du 24 mai 1974.

Le Ministère porte à la connaissance de l'Ambassade que le Gouvernement de la République de Guinée a pris connaissance des modifications suggérées dans ladite note et qu'il accepte qu'elles soient établies comme suit :

REPUBLIC OF GUINEA  
EXCHANGE DOMAIN  
MINISTRY  
OF EXTERNAL COMMERCE

Office of the Minister  
of External Commerce

CONAKRY

May 24, 1974

No. 1269/MDE/MCE/CAB

The Ministry of External Commerce of the Republic of Guinea presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 55 dated May 24, 1974.

The Ministry wishes to inform the Embassy that the Government of the Republic of Guinea has taken note of the amendments suggested in the aforesaid note and agrees that they be set forth as follows:

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

<sup>2</sup> Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.



I. *Partie II, Point I* — Tableau des Produits :

A. Ajouter le produit maïs/grand millet (sorgho); *Quantité Maximum Approximative* — 10 000 tonnes métriques; *Valeur Maximum sur le Marché d'Exportation* — \$1,26 million.

B. Augmenter le produit farine de blé à 7 500 tonnes métriques, augmenter la *Valeur Maximum sur le Marché d'Exportation* à 1,80 million.

C. Augmenter le total à 4,31 millions.

D. Pour chaque produit, changer la *Période d'Offre* afin de lire Année Budgétaire des Etats-Unis 1974–1975.

II. *Partie II, Point III* — Tableau des Marchés Habituels

A. Ajouter le produit maïs/grand millet (sorgho); la *Période d'Importation* sera pour l'Année Budgétaire 1974–1975; l'*Obligation Relative au Marché Habituel* se lira nulle.

B. Pour chaque produit, changer la *Période d'Importation* afin de lire Année Budgétaire des Etats-Unis 1974–1975.

C. Dans la colonne intitulée *Obligations Relatives au Marché Habituel*, après la quantité mentionnée pour chaque produit, ajouter : pour chaque année.

III. A la fin de la *Partie II, point IV B*, ajouter :

Pour maïs/grand millet — maïs, farine de maïs, orge, grand millet, seigle, avoine et une alimentation mélangée principalement à base de telles graines.

Le Ministère du Commerce Extérieur de la République de Guinée saisit

I. *Part II, I*, Commodity Table

A. Add the commodity corn/grain sorghum; *Approximate Maximum Quantity* shall read 10,000 metric tons; *Maximum Export Value* shall read \$1.26 million.

B. Increase the commodity wheat flour to 7,500 metric tons. Increase the *Maximum Export Market Value* to \$1.80 million.

C. Increase the total to \$4.31 million.

D. For each commodity change the *Supply Period* to read United States Fiscal Year 1974–1975.

II. *Part II, Item III*, Usual Marketing Requirements

A. Add the commodity corn/grain sorghums; *Import Period* shall read United States Fiscal Year 1974–1975; *Usual Marketing Requirement* shall read none.

B. For each commodity change the *Import Period* to read United States Fiscal Year 1974–1975.

C. Under *Usual Marketing Requirement* insert the following phrase after the quantity listed for each commodity: in each year.

III. At the end of *Part II, Item IV, B*, add the following:

For corn/grain sorghums—corn, cornmeal, barley, grain sorghums, rye and oats, including mixed feeds containing predominantly such grains.

The Ministry of External Commerce of the Republic of Guinea avails itself

cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique l'assurance de sa haute considération.

Ambassade des Etats-Unis  
d'Amérique en République  
de Guinée  
Conakry

of this opportunity to renew to the Embassy of the United States of America the assurance of its high consideration.

Embassy of the United States  
of America  
Conakry

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND GUINEA AMENDING THE AGREEMENT OF 8 MAY 1974,<sup>2</sup> AS AMENDED,<sup>3</sup> FOR SALES OF AGRICULTURAL COMMODITIES

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LA GUINÉE MODIFIANT L'ACCORD DU 8 MAI 1974<sup>2</sup>, TEL QUE MODIFIÉ<sup>3</sup>, EN VUE DE LA VENTE DE PRODUITS AGRICOLES

I

[TRADUCTION — TRANSLATION]

No. 63

The Embassy of the United States of America presents its compliments to the Ministry of External Commerce of the Republic of Guinea and has the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 8, 1974,<sup>2</sup> and amended May 24, 1974,<sup>3</sup> and proposes that the said agreement be further amended by:

I. *Part II, Item I, Commodity Table*

A. Increase the *Maximum Export Market Value* for Soybean Cottonseed Oil to \$1.60 million;

B. Increase the *Maximum Export Market Value* for Corn Grain Sorghums to \$1.60 million;

C. Increase the *Total Maximum Export Market Value* to \$5 million.

N° 63

L'Ambassade des Etats-Unis d'Amérique présente ses compliments au Ministère du commerce extérieur de la République de Guinée et, se référant à l'Accord relatif aux produits agricoles signé par des représentants des deux Gouvernements le 8 mai 1974<sup>2</sup> et modifié le 24 mai 1974<sup>3</sup>, a l'honneur de proposer que ledit Accord soit de nouveau modifié comme suit :

I. *Deuxième partie, point I, Tableau des produits*

A. Pour le soja et l'huile de graine de coton, porter la *Valeur maximale sur le marché d'exportation* à 1,60 million de dollars.

B. Pour le maïs/grand millet (sorgho), porter la *Valeur maximale sur le marché d'exportation* à 1,60 million de dollars.

C. Porter le total de la *Valeur maximale sur le marché d'exportation* à 5 millions de dollars.

<sup>1</sup> Came into force on 14 June 1974, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 278 of this volume.

<sup>3</sup> See p. 285 of this volume.

<sup>1</sup> Entré en vigueur le 14 juin 1974, date de la note de réponse, conformément aux dispositions desdites notes.

<sup>2</sup> Voir p. 281 du présent volume.

<sup>3</sup> Voir p. 285 du présent volume.

All other terms and conditions of this agreement are to remain the same. The Embassy proposes that this note and your reply concurring therein constitute an agreement between our two Governments, effective the date of your note in reply.

The Embassy of the United States of America takes this occasion to renew to the Ministry of External Commerce of the Republic of Guinea the assurances of its highest consideration.

Embassy of the United States  
of America

Conakry, June 13, 1974.

Toutes les autres clauses et conditions de l'Accord en cause restent inchangées. L'Ambassade propose que la présente note et votre réponse souscrivant à ses termes constituent entre nos deux Gouvernements un Accord qui entrera en vigueur à la date de votre réponse.

L'Ambassade des Etats-Unis d'Amérique saisit cette occasion, etc.

Ambassade des Etats-Unis d'Amérique

Conakry, le 13 juin 1974.

## II

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

RÉPUBLIQUE DE GUINÉE  
DOMAINE DES ÉCHANGES  
MINISTÈRE  
DU COMMERCE EXTÉRIEUR  
Le Ministre  
du Commerce Extérieur  
CONAKRY

Le 14 juin 1974

N° 1463/MDE/MCE/CAB

Le Ministère du Commerce Extérieur de la République de Guinée présente ses compliments à l'Ambassade des Etats-Unis d'Amérique, et a l'honneur d'accuser réception de sa note n° 63 en date du 14 juin 1974.

REPUBLIC OF GUINEA  
EXCHANGE DOMAIN  
MINISTRY  
OF EXTERNAL COMMERCE  
The Minister  
of External Commerce  
CONAKRY

June 14, 1974

No. 1463/MDE/MCE/CAB

The Ministry of External Commerce of the Republic of Guinea presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 63 of June 14, 1974.

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

<sup>2</sup> Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.

Le Ministère du Commerce Extérieur a l'honneur de porter à la connaissance de l'Ambassade des États-Unis d'Amérique que le Gouvernement de la République de Guinée a pris connaissance des nouvelles modifications suggérées dans ladite note et qu'il adhère à l'esprit du contenu de la correspondance sus-indiquée.

Le Ministère du Commerce Extérieur de la République de Guinée saisit cette occasion pour renouveler à l'Ambassade des États-Unis d'Amérique l'assurance de sa haute considération.

Ambassade des États-Unis d'Amérique  
en République de Guinée  
Conakry

The Ministry of External Commerce has the honor to inform the Embassy of the United States of America that the Government of the Republic of Guinea has taken note of the new amendments proposed in the aforesaid note and that it accepts the spirit of the contents of the above-mentioned correspondence.

The Ministry of External Commerce of the Republic of Guinea avails itself of this occasion to renew to the Embassy of the United States of America the assurance of its high consideration.

Embassy of the United States of  
America in the Republic of Guinea  
Conakry