

No. 14105

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
GAMBIA**

Exchange of notes constituting an agreement concerning cereals to be supplied by the Government of the United Kingdom to the Government of the Gambia within the framework of the Cereals Food Aid Programme of the European Economic Community. Banjul, 27 September 1974

Authentic text: English.

Registered by the United Kingdom of Great Britain and Northern Ireland on 9 July 1975.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
GAMBIE**

Échange de notes constituant un accord relatif à la fourniture de céréales par le Gouvernement du Royaume-Uni au Gouvernement de la Gambie dans le cadre du Programme d'aide alimentaire céréalière de la Communauté économique européenne. Banjul, 27 septembre 1974

Texte authentique : anglais.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 9 juillet 1975.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF THE GAMBIA CONCERNING CEREALS TO BE SUPPLIED BY THE GOVERNMENT OF THE UNITED KINGDOM TO THE GOVERNMENT OF GAMBIA WITHIN THE FRAMEWORK OF THE CEREALS FOOD AID PROGRAMME OF THE EUROPEAN ECONOMIC COMMUNITY

I

The Acting British High Commissioner at Banjul to the Vice-President of The Gambia and Minister for Local Government and Lands

BRITISH HIGH COMMISSION
BANJUL

27 September, 1974

Your Excellency,

I have the honour to inform you that as a result of the accession of the United Kingdom of Great Britain and Northern Ireland to the European Economic Community the Government of the United Kingdom has accepted an obligation to participate in the supply of cereals under the Food Aid Convention 1971.² Within the framework of the EEC Cereals Food Aid Programme for the harvest year 1972/73 it is the intention of the Government of the United Kingdom to grant the Government of the Republic of The Gambia a quantity of grain (excluding rice) not exceeding 2,000 metric tons for human consumption.

Part A. The Government of the United Kingdom declare that it is their intention to order and pay for a quantity or quantities of grain not exceeding 2,000 metric tons for use within the territory of the Government of the Republic of The Gambia from sources to be chosen by the Government of the United Kingdom, at its discretion, through an agency.

Part B. (1) The Government of the United Kingdom shall adopt the arrangements and procedures described in the following sub-paragraphs of this Note insofar as they relate to things to be done by or on behalf of that Government. The Government of the Republic of The Gambia shall adopt the arrangements and procedures so described insofar as they relate to things to be done by or on behalf of that Government.

(2) The grain shall be consigned to a consignee to be decided upon between the Government of the United Kingdom and the Government of the Republic of The Gambia, and shall be delivered, in bags, c.i.f. at the Port of Banjul as soon as all arrangements can be made. On delivery in accordance with sub-paragraph (3) hereof it shall be of sound marketable quality fit for human consumption and have a moisture content not exceeding fourteen and one half per cent. On delivery of the grain a tolerance of five per cent less than the quantity to be supplied as in sub-paragraph (1) shall be permitted.

(3) Delivery shall be effected and all risks shall pass from the Government of the United Kingdom to the Government of the Republic of The Gambia at the moment at which the grain effectively passes the ship's rail at the port of loading. With the exception of the costs of freight and insurance to the port of Banjul the Government of the Republic of The Gambia shall bear all costs subsequent to delivery of the grain at the port of loading, including any demurrage, storage, re-bagging or other cost.

¹ Came into force on 27 September 1974, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 800, p. 45.

(4) The Government of the United Kingdom shall notify the Government of the Republic of The Gambia in good time of the name of the ship in which the grain is consigned and its owners and the estimated date of arrival of the ship in the port of Banjul. The Government of the United Kingdom shall also insert in the charter party a clause requiring the master of the ship to give the Government of the Republic of The Gambia ten days approximate, and 72 hours specific, notice of the date of arrival of the ship in port.

(5) The Government of the Republic of The Gambia shall arrange and pay for transport and insurance of the grain from the port of unloading as described in sub-paragraph (3) above to a place of destination in The Gambia. The Government of the Republic of The Gambia shall nominate receiving agents in the port of loading and in the port of unloading and shall notify the Government of the United Kingdom of the name of these agents in good time.

(6) The Government of the Republic of The Gambia shall take measures to ensure that the grain supplied as aid is in addition to and not in place of commercial supplies which could otherwise be reasonably foreseen, and shall take all appropriate measures to prevent the re-export of the grain, whether received as aid or commercially, and of the by-products of first stage processing of such grain. The Government of the Republic of the Gambia shall also take measures to prevent any abnormal commercial or non-commercial export within a period of six months, as from the last delivery of the grain as aid, both of locally produced cereals of the same type as that received as aid and the products of first stage processing and the by-products from those cereals.

(7) The Government of the Republic of The Gambia shall use the grain exclusively for human consumption within its own country and may, at its discretion, distribute it free of charge on a food for work basis, particularly in the promotion of community and agricultural development projects. However, should it decide to sell the grain on its own market, the Government of the Republic of The Gambia shall ensure that prices charged are the normal domestic rate for products of comparable quality and that funds accruing from any such sale shall also be used for the aim mentioned above.

(8) The Government of the Republic of The Gambia shall furnish, on request, to the officers of the British High Commission in Banjul and other Servants or Agents of the Government of the United Kingdom, such information relating to the receipt and disposal of consignments of the grain as the Government of the United Kingdom may reasonably require to meet its obligations under the Food Aid Convention.

2. If the foregoing proposals are acceptable to the Government of the Republic of The Gambia I have the honour to propose that the present Note together with your reply in that sense shall constitute an Agreement between the two Governments which shall enter into force on the date of your reply and which shall be known as "the United Kingdom Food Aid Grant: The Gambia Agreement 1974".

I avail myself of this opportunity to renew to you, Excellency, the assurances of my highest consideration.

M. E. J. GORE
Acting British High Commissioner

II

*The Vice-President of The Gambia and Minister for Local Government
and Lands to the Acting British High Commissioner at Banjul*

THE PRESIDENT'S OFFICE
BANJUL, THE GAMBIA

27th September, 1974

Your Excellency,

I have the honour to acknowledge the receipt of your Note of 27th September 1974, which reads as follows:

[*See note I*]

I confirm that the proposals contained in your Note are acceptable to the Government of the Republic of The Gambia and that your Note and this reply shall constitute an Agreement between our two Governments which shall enter into force on the date of this Note and shall be known as “the United Kingdom Food Aid Grant: The Gambia Agreement 1974”.

I avail myself of this opportunity to renew to Your Excellency, the assurances of my highest consideration.

A. D. CAMARA
Vice-President and Minister for Local Government
