

*Article 9.* Le présent Accord entrera en vigueur à la date de l'échange de notes confirmant son approbation conformément aux procédures constitutionnelles des Parties contractantes et fera l'objet de révisions périodiques quinquennales. Le présent Accord expirera six mois après réception d'une notification écrite adressée par les voies diplomatiques normales et par laquelle l'une des Parties fera connaître à l'autre son intention d'y mettre fin.

Il est entendu toutefois que si le présent Accord est dénoncé selon les modalités indiquées ci-dessus, ses dispositions continueront de s'appliquer à toute transaction en cours qui aura été entreprise en vertu dudit Accord.

FAIT à Lagos, le 3 août 1974, en deux exemplaires originaux, en langue anglaise, faisant également foi.

Pour le Gouvernement  
des Etats-Unis d'Amérique :

[JOHN E. REINHARDT]

Pour le Gouvernement  
fédéral militaire  
de la République fédérale  
du Nigéria :

[J. E. ADETORO]

#### PROCÈS-VERBAL APPROUVÉ

Se référant à l'Accord relatif à la garantie des investissements conclu ce jour entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement fédéral militaire de la République fédérale du Nigéria, notamment aux articles 6 et 7 dudit Accord, les Parties tiennent à confirmer qu'aucune des dispositions de l'Accord ne sera interprétée comme limitant les droits souverains du Nigéria au regard de la nationalisation de toute entreprise industrielle ou commerciale établie sur son territoire ou de toute autre mesure touchant la propriété de ladite entreprise, en application du décret de 1972 sur la promotion des entreprises nigérianes ou de toute autre disposition légale. Tout litige résultant d'un investissement garanti en vertu du présent Accord qui n'aura pas été réglé par voie de négociations sera soumis à une procédure d'arbitrage conformément aux dispositions de l'article 7 de l'Accord. Le tribunal d'arbitrage statuera sur la question eu égard à la législation de la République fédérale du Nigéria et aux principes applicables du droit international.

Pour le Gouvernement  
des Etats-Unis d'Amérique :  
[JOHN E. REINHARDT]

Pour le Gouvernement fédéral militaire  
de la République fédérale du Nigéria :  
[J. E. ADETORO]

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

The Government of the United States of America and the Government of the Khmer Republic,

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Khmer Republic (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

### PART I

### GENERAL PROVISIONS

#### *Article I*

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

<sup>1</sup> Came into force on 10 August 1974 by signature, in accordance with part III (A).

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

## *Article II*

### *A. Initial Payment*

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

## B. *Currency Use Payment*

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103 (b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104 (a), (b), (e) and (h) of the act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

## C. *Type of Financing*

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

## D. *Credit Provisions*

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

- a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

#### E. *Deposit of Payments*

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency) shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

#### F. *Sales Proceeds*

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 purposes 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 currency use payment, if any, made by the Government of the importing country. 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 procedure, 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 case of expenditures the budget sector in which they were used.

### G. *Computations*

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

### H. *Payments*

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or
2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G, of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

## *Article III*

### A. *World Trade*

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision, the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement;
2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country;
3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America);
4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during

the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

#### B. *Private Trade*

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

#### C. *Self-Help*

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

#### D. *Reporting*

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item 1, of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized.

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of Sections A, 2 and 3, of this Article; and
4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

#### E. *Procedures for Reconciliation and Adjustment of Accounts*

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

#### F. *Definitions*

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

#### G. *Applicable Exchange Rate*

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.
2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

#### H. *Consultation*

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

#### I. *Identification and Publicity*

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (I) of the Act.

## PART II PARTICULAR PROVISIONS

### ITEM I. *Commodity table*

<i>Commodity</i>	<i>Supply period (United States fiscal year)</i>	<i>Approximate maximum quantity</i>	<i>Maximum export market value (millions)</i>
Rice . . . . .	1975	50,000 Metric Tons	15.7
		TOTAL	15.7



ITEM II. *Payment Terms*

Convertible Local Currency Credit (CLCC)

1. Initial payment—None.
2. Currency Use Payment—None.
3. Number of Installment Payments—31.
4. Amount of each installment payment—approximately equal annual amounts.
5. Due date of first installment payment—ten years after date of last delivery of commodities in each calendar year.
6. Initial interest rate—two (2) percent.
7. Continuing interest rate—three (3) percent.

ITEM III. *Usual Marketing Table*

<i>Commodity</i>	<i>Import period (United States fiscal year)</i>	<i>Usual marketing requirement</i>
Rice .....	1975	None

ITEM IV. *Export Limitations*

Export limitation period:

A. The export limitation period shall be the United States fiscal year 1975 or any subsequent U.S. fiscal year in which commodities financed under this agreement are being imported or utilized.

B. Commodities to which export limitations apply:

For the purposes of Part I, Article III, A (4), of this agreement, the commodity which may not be exported is rice in the form of paddy, brown, or milled.

ITEM V. *Self-Help Measures*

The Government of the Khmer Republic agrees to give priority attention to the production, storage and distribution of agricultural commodities, and specifically:

1. Programs to distribute necessary production inputs.
2. Programs to protect the harvest and storage of agricultural commodities.
3. Programs to distribute available food supplies on an equitable and timely basis.

ITEM VI. *Economic development purposes for which proceeds accruing to the 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 the agreement and for the following economic activities, which are a precondition to stable economic development and growth:

- A. Temporary subsidies in agreed amounts on selected commodities to encourage and assist in providing market stabilization during periods of economic disruption, and to assist in transition to a normal market economy;
- B. Relief and resettlement activities in behalf of displaced persons, as a means to assist in bringing about the resumption of orderly economic activity; and
- C. Other such economic development activities as may be jointly agreed by the two Governments.

### PART III

#### FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

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

DONE at Phnom Penh, in duplicate, this 10th day of August 1974.

For the Government  
of the United States of America:  
[Signed—Signé]<sup>1</sup>

For the Government  
of the Khmer Republic:  
[Signed—Signé]<sup>2</sup>

#### AGREED OFFICIAL MINUTES WITH REFERENCE TO THE AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KHMER REPUBLIC UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

Pursuant to discussions held by representatives of the Government of the United States of America (USA) and the Government of the Khmer Republic (GKR) during the negotiation of the above-mentioned agreement, it is understood that:

1. The commitment of the United States Government is in terms of the dollar values shown in Part II of the agreement and not the approximate quantities. The quantities are based on current estimates of the export market prices. If export market prices should decline during the validity period of the agreement, Purchase Authorizations (PAs) may limit the amount of financing so that the quantities sold would not substantially exceed the maximum quantity specified in Part II. In case of price increases, the United States Government will consider increasing the amount of the agreement to provide the level of commodities required.

2. Should there be unexpected restraints on Title I, PL-480, budget expenditures or commodity availabilities it may become necessary for the United States Government to

<sup>1</sup> Signed by John Gunther Dean—Signé par John Gunther Dean.

<sup>2</sup> Signed by Keuky Lim—Signé par Keuky Lim.

withhold shipments of commodities during the supply period or possibly carry over shipments into the next supply period.

3. The Government of the Khmer Republic will designate an individual in the United States to consult with the United States Department of Agriculture (USDA) on rules and procedures applicable to procurement financing, reporting, and ocean transportation. This consultation must take place before any PAs are issued. The GKR will designate individuals or agencies in Cambodia with whom the USG representatives may consult regarding such matters as: (1) commodity arrival and off-loading information, (2) publicizing arrivals, (3) assurances against resale and transshipment, (4) data relating to imports and exports, and (5) deposit information.

4. If the GKR engages a United States firm or person to handle procurement and transportation, such an agent must be approved by the USDA and a copy of the written agreement must be approved by the USDA, before a PA will be issued.

5. Purchase Authorizations will be issued by USDA upon request by the GKR Embassy in Washington. Among considerations determining the issuances will be (1) the availability of commodities, (2) the availability of ocean shipping space, and (3) the ability of the recipient country to receive the commodity. Extensions of terminal contracting and delivery dates are not generally made. In the case of *force majeure*, the USDA may consider a request for the extension of the delivery date. Application for a PA will be made within 90 days after the effective date of the agreement. The USG reserves the right to cancel the uncommitted balance of a PA or decline to issue one if a commodity is determined to be no longer available for PL-480. PAs may be limited to certain grades or types of the commodities involved.

6. The GKR will take appropriate steps to publicize the fact that commodities are being provided by the USG on concessional terms. Additional publicity will be furnished during the implementation of the agreement in connection with arrivals.

7. The fact that no usual marketing requirement is provided for in this agreement should not be interpreted as precluding such a requirement in future agreements, if any.

8. Should exports of similar or like commodities occur during the implementation of the agreement, the USG might withhold the issuances of PAs.

9. Approximately, but not less than, 50 percent of the tonnage of each commodity must be shipped on U.S. flag vessels. GKR must be prepared to finance all shipping costs. However, USDA will pay on a reimbursement basis the differential between U.S. flag rates and foreign flag rates for the 50 percent required to be carried on U.S. flag vessels.

10. The GKR will furnish to the USG the required reports concerning arrivals and unloadings, resale and transshipment, imports and exports of same or like commodities, self-help and deposits, according to schedules as requested.

11. As the GKR commercial imports of agricultural commodities increase, the GKR will assure that the USG will be accorded an equal opportunity to compete with other nations for a fair share of such an increase.

12. The GKR reaffirms its understanding of the terms of the Agreed Minutes to the Agreement between the Government of the United States and the Government of the Khmer Republic under Title I of the Agricultural Trade Development and Assistance Act, as amended, signed March 2, 1971,<sup>1</sup> relating to self-help measures and the termination clause.

13. The GKR affirms its understanding that the exporting country will require interest payments be made either in foreign currencies or in dollars at the option of the exporting country.

---

<sup>1</sup> United Nations, *Treaty Series*, vol. 792, p. 123.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND THE  
GOVERNMENT OF THE KHMER REPUBLIC AMENDING  
THE AGREEMENT OF 10 AUGUST 1974<sup>2</sup> RELATING TO THE  
SALES OF AGRICULTURAL COMMODITIES

I

*The American Chargé d'Affaires ad interim  
to the Khmer Minister of Foreign Affairs ad interim*

Phnom Penh, September 17, 1974

No. 409

Excellency:

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by representatives of our two Governments on August 10, 1974,<sup>2</sup> and propose that Part II, Particular Provisions, be amended as follows:

Under Item I, *Commodity Table*, on the line titled "Rice", and under the appropriate column headings, delete "50,000 Metric Tons" and "15.7" and insert "100,000 Metric Tons" and "\$33.0". On the line entitled "Total", delete "15.7", and insert "\$33.0".

All other terms and conditions of the August 10, 1974, Agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this Note and your reply thereto constitute an Agreement between our two Governments effective the date of your Note in reply.

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

[Signed]

ROBERT V. KEELEY  
Chargé d'Affaires a.i.

His Excellency Hou Hong  
Minister of Foreign Affairs a.i.  
Phnom Penh

II

*The Khmer Minister of Foreign Affairs ad interim  
to the American Chargé d'Affaires ad interim*

654DGE AE

Phnom Penh, September 17, 1974

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

<sup>1</sup> Came into force on 17 September 1974, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 332 of this volume.

[*See note I*]

I have further the honor to confirm on behalf of my Government the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an Agreement between the two Governments, which will enter into effect on the date of their signature.

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

[*Signed*]

HOU HONG

Minister of Foreign Affairs p.i.

H.E. Robert V. Keeley  
Chargé d'Affaires a.i.  
American Embassy  
Phnom Penh

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND THE  
GOVERNMENT OF THE KHMER REPUBLIC AMENDING THE  
AGREEMENT OF 10 AUGUST 1974<sup>2</sup> RELATING TO THE  
SALES OF AGRICULTURAL COMMODITIES, AS AMENDED<sup>3</sup>

I

*The American Ambassador to the Khmer Minister of Foreign Affairs ad interim*

Phnom Penh, October 25, 1974

No. 456

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on August 10, 1974,<sup>2</sup> as amended on September 17, 1974,<sup>3</sup> and propose that Part II, Particular Provisions, be further amended as follows:

A. Item I, *Commodity Table*: Under the appropriate column headings make the following changes: On line titled "Rice", change "100,000 metric tons" to "200,000 metric tons" and "\$33.0" to "\$68.3". On the next line and under the appropriate column headings, add "Wheat/Wheat Flour (Wheat Basis) 1975 10,000 metric tons \$1.9". On the next line and under the appropriate column headings, add "Cotton Yarn 1975 4,000,000 pounds \$5.0". On the line titled "Total", change "\$33.0" to "\$75.2".

B. Item IV, *Export Limitations*: In sub-paragraph B change the word "commodity" to "commodities", the word "is" to "are", delete the period at the end of the sentence, substitute a semicolon and add "wheat, wheat flour, rolled wheat, semolina, farina, bulgur (or same products under a different name); cotton cloth and cotton yarn".

C. Item III, *Usual Marketing Table*: Under the appropriate column headings and on the line below Rice add, "Wheat/Wheat Flour 1975 None"; and on the next line add "Cotton Yarn 1975 None".

All other terms and conditions of the August 10, 1974, Agreement as amended remain the same.

If the foregoing is acceptable to your Government, I propose that this Note and your reply thereto constitute an Agreement between our two Governments effective on the date of your Note in reply.

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

JOHN GUNTHER DEAN

His Excellency Hou Hong  
Minister of Foreign Affairs a.i.  
Phnom Penh

<sup>1</sup> Came into force on 25 October 1974, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 332 of this volume.

<sup>3</sup> See p. 342 of this volume.

## II

*The Khmer Minister of Foreign Affairs ad interim to the American Ambassador*

Phnom Penh, October 25, 1974

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

[*See note I*]

I have further the honor to confirm on behalf of my Government the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an Agreement between the two Governments, which will enter into effect on the date of their signature.

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

[*Signed*]

HOU HONG

Minister of Foreign Affairs p.i.

H.E. John Gunther Dean  
Ambassador  
American Embassy  
Phnom Penh

---

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
 BETWEEN THE UNITED STATES OF AMERICA AND THE  
 GOVERNMENT OF THE KHMER REPUBLIC AMENDING THE  
 AGREEMENT OF 10 AUGUST 1974<sup>2</sup> RELATING TO THE  
 SALES OF AGRICULTURAL COMMODITIES, AS AMENDED<sup>3</sup>

I

*The American Ambassador to the Khmer Minister of Foreign Affairs*

Phnom Penh, January 14, 1975

No. 16

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on August 10, 1974,<sup>2</sup> as amended on September 17, 1974,<sup>3</sup> and October 25, 1974,<sup>3</sup> and propose that Part II, Particular Provisions, be further amended as follows:

A. Item I, *Commodity Table*: On line titled "Rice" and under appropriate column headings, change "200,000 metric tons" to "209,000 metric tons" and "\$68.3" to "\$88.5". Delete in entirety the two lines titled "Wheat/Wheat Flour" and "Cotton Yarn". After such deletion and on line between those titled "Rice" and "Total", insert "Ocean Transportation (estimated)" and on this line under the column titled "Maximum Export Market Value" add "3.0". On line titled "Total", change "75.2" to "91.5".

B. Item III, *Usual Marketing Table*: Delete in entirety the two lines titled "Wheat/Wheat Flour" and "Cotton Yarn".

C. Item IV, *Export Limitations*: In Sub-paragraph B, change the word "commodities" to "commodity", the word "are" to "is", place a period after the word "milled" and delete "wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or same products under a different name); cotton cloth and cotton yarn".

D. After "Item VI, *Economic Development Purposes For Which Proceeds Accruing to Importing Country Are To Be Used*", add the following:

"VII. *Special Provisions*

A. In addition to bearing the cost of ocean freight differential as provided in Parts I and II of this Agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States Flag vessels.

B. The amount for ocean transportation (estimated) included in the Commodity Table in Part II, Item I, does not include the ocean

<sup>1</sup> Came into force on 14 January 1975, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 332 of this volume.

<sup>3</sup> See pp. 342 and 344 of this volume.



freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms may be provided by the Government of the exporting country to cover them.

C. The principal of the credit shall include, in addition to the amount specified in Part I, Article II.D, the ocean transportation costs financed by the Government of the exporting country but not the ocean freight differential.

D. The total amount of sales proceeds to be applied for the economic development purposes under Part I, Article II.F, 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 including the related ocean transportation costs other than the ocean freight differential, provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the Government of the importing country.

E. The termination provision of Article I.H pertaining to the financing, sale and delivery of commodities shall equally apply to the financing of ocean transportation.”

All other terms and conditions of the August 10, 1974, Agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this Note and your reply thereto constitute an Agreement between our two Governments effective on the date of your Note in reply.

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

[Signed]

JOHN GUNTHER DEAN

His Excellency Keuky Lim  
Minister of Foreign Affairs  
Phnom Penh

## II

*The Khmer Minister of Foreign Affairs to the American Ambassador*

RÉPUBLIQUE KHMÈRE  
MINISTÈRE DES AFFAIRES ÉTRANGÈRES<sup>1</sup>

Phnom Penh, January 14, 1975

No. 36/DGE/AE

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

[See note I]

<sup>1</sup> Khmer Republic. Ministry of Foreign Affairs.

I have further the honor to confirm on behalf of my Government the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an Agreement between the two Governments, which will enter into effect on the date of their signature.

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

[Signed]  
KEUKY LIM

H.E. John Gunther Dean  
Ambassador  
American Embassy  
Phnom Penh

---