

**No. 18002**

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**UNITED STATES OF AMERICA  
and  
CHAD**

**Agreement relating to the transfer of agricultural commodities. Signed at N'Djamena on 10 June 1977**

*Authentic text: English.*

*Registered by the United States of America on 22 October 1979.*

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

**Accord relatif au transfert de produits agricoles. Signé à N'Djamena le 10 juin 1977**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 22 octobre 1979.*

# AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND CHAD RELATING TO THE TRANSFER OF AGRICULTURAL COMMODITIES

DEPARTMENT OF STATE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON, D.C.

## TRANSFER AUTHORIZATION

### INTRODUCTION

In response to a request for assistance from Government of Chad (GOC), the United States Government (USG) herewith agrees to a grant of food subject to the terms enumerated below. Briefly, the USG will grant 13,000 metric tons of US foods, and will deliver these foods from the United States to Chad, free of any charge to the GOC, for free distribution and/or sale within the Republic of Chad. The two contracting parties shall maintain close liaison during the implementation of this agreement AID\* will, from time to time, review food requirements of the GOC. This transfer authorization signed by representatives of the two governments, constitutes an agreement between the two governments.

Program classification: AID No. 677-XXX-000-7606

Emergency Food Assistance  
Executive Vice President  
Commodity Credit Corporation  
U.S. Department of Agriculture  
Washington, D.C.

Program approval dated: March 22, 1977

Program title: Drought Emergency

In accordance with the provisions of Title II, PL 480 (as amended), section 2 of Executive Order 10900 and State Department Delegation Order Number 104 effective September 30, 1961, the Commodity Credit Corporation is hereby authorized to transfer and deliver food grain to Chad in an amount not to exceed DOLS 3,519,752 pursuant to the following instructions:

1. *Quantity — Metric tons not to exceed.* Previous total; Increase 13,000; Decrease; Total to date 13,000.

2. *Commodities to be shipped.* Code 048.1110; commodity soy fortified bulgur; amount metric tons 2,605;\*\* CCC value dollars 537,248; export market value dollars 477,264.

Code 047.0250; commodity soy fortified sorghum grits; amount metric tons 10,392; CCC value dollars 2,982,504; export market value dollars 2,660,352.

Total amount metric tons 13,000; Total CCC value dollars 3,519,752; Total export market value dollars 3,137,616.

\* Should read "and" instead of "AID".

\*\* Should read "2,608".

<sup>1</sup> Came into force on 10 June 1977 by signature.

3. *Estimated ocean transportation costs, dollars 1,500,000.* All actual ocean transportation expenditures under this program, regardless of the estimate shown above, are to be charged to Blanket Freight Transfer Authorization number 935-9500-000-7899. An individual ocean freight transfer authorization will not be issued.

4. *Specifications.* Soy fortified bulgur in 50 pound bags. Soy fortified sorghum grits in 50 pound bags.

5. *Shipping instructions*

- A. Delivery schedule and ports of discharge: 2608 MT SF bulgur March 1977 Douala; 2177 MT SFSG March/April 1977 Douala; 8215 MT SFSG April/May 1977 Douala.
- B. Point of entry (to land-locked country): N'Djamena, Mao and Biltine, Chad.

The arrangements for transporting the commodities from ports of discharge to various ports of entry in Chad will be subject to agreements, mutually acceptable, to the USG, GOC and freight forwarders.

- C. Consignee: Direction pour la Lutte contre les Calamités Naturelles (DLCCN), N'Djamena, Chad.
- D. Send copy of bills of lading to:
  - 1. First original and one copy to consignee via airmail.
  - 2. After ship's loading second original and one copy either accompanying cargo to consignee or via airmail within 24 hours.
  - 3. Third original and one copy to the US Consulate in Douala.
  - 4. Fourth original and two copies to AID, Transportation Support Division, Office of Commodity Management, Washington, D.C. 20523, Att.: Mr. R. E. James.
  - 5. Two copies U.S. Embassy N'Djamena, Chad, Attention: AID Comptroller.
  - 6. One copy REDSO, Amembassy, Abidjan.

6. *Program objectives, use of commodities and conditions of transfer.* The commodities authorized herein are contributed by the USG to the GOC to assist in alleviating the shortage of food caused by prolonged drought.

A. The commodities herein contributed are for (1) free direct distribution to victims of drought unable to purchase food supplies. The rate of distribution should not exceed the amount the recipient and his dependents can consume during the period for which the distribution is made; and (2) for sale as specified in B below.

B. Subject to GOC guarantee that those persons unable to buy food will receive the U.S. contributed grain without cost, the GOC may sell up to 50 percent of the total quantity provided herein on the open market in food deficit areas at prices mutually agreed upon by the American Embassy/N'Djamena and the GOC. Currency resulting from such sale shall be deposited in a special account in the Bank of Development of Chad and the GOC shall provide a monthly bank statement giving details of deposits. Disbursements from this account shall be made only after a written exchange of notes between the USG and the GOC for purposes in support of the program or for mutually agreed development objectives.

C. Distribution, sales and accounting procedures are subject to mutual dependence and concurrence of the American Embassy/N'Djamena and the Government of Chad, and will be guided by the following general rules:

- 1) Prior to the arrival of the first commodities in N'Djamena, the GOC will submit a plan of distribution to the American Embassy, N'Djamena, indicating the areas of the country where the foods will be stored and utilized.
- 2) Upon the arrival in N'Djamena of the food commodities, the GOC agrees to submit monthly reports to the American Embassy/N'Djamena giving, among other things, the type, quantity and general condition of the foods. The GOC further agrees to submit this monthly situation report to the American Embassy/N'Djamena, no later than ten days following the end of the preceding month, on the activities during the month. This report will include at a minimum the following information: *a*) beginning stocks; *b*) arrivals; *c*) distributions; *d*) sales; *e*) damaged goods; *f*) ending stocks.
- 3) The GOC agrees to inform the American Embassy/N'Djamena of the general rules it will follow in determining the eligibility of recipients of free distributions. Distributions to eligible recipients shall be made without discrimination and, to the maximum extent possible, the GOC will inform the recipients that these foods have been furnished by the people of the United States to the Chadian people.
- 4) The GOC agrees to admit the commodities delivered under this agreement into the Republic of Chad free of any duties or taxes and further that any internal transportation paid by the USG shall also be free of any taxes.
- 5) The GOC agrees that any commodities damaged by infestation, rodents, water or any other cause, shall be reported immediately to the American Embassy/N'Djamena for appropriate action by the USG and the GOC. The GOC agrees that the US Government will have no responsibility to provide additional commodities to replace any damaged commodities.
- 6) The right to assert any claim arising in connection with the loss or damage of commodities furnished under this transfer authorization shall vest in the U.S. and all amounts recovered shall be deposited with the U.S. Disbursing Officer, American Embassy, Chad, preferably in the U.S. dollars with instructions to credit the deposit to CCC Account No. 12X4336, or in local currency at the official exchange rate applicable to dollar imports at the time of deposit with instructions to credit the deposit to treasury sales account 20FT401.

D. The United States Government will supply the commodities herein provided and pay costs of ocean transport and inland transportation including intermediate storage if necessary, surveys, fumigation and other transport-related costs, to the cities of N'Djamena, Mao and Biltine. Any security arrangements necessitated by the local situation will be the responsibility of GOC.

E. The GOC will pay all internal storage, handling and transportation and distribution costs on the commodities provided herein beyond the points of entry mentioned in paragraph D above.

F. After the date of the AID/Washington approval of this agreement but before arrival of the authorized Title II commodities, the GOC may borrow the same similar commodities from local sources to meet the requirements of the project. Such of the commodities borrowed as are used in accordance with the terms of this

transfer authorization may be replaced on an equivalent value basis with the Title II commodities furnished to the project.

G. The GOC agrees to keep the American Embassy/N'Djamena fully informed concerning the status of commodity receipts, distribution and sales and will provide complete details, as requested. Representatives of the USG will be permitted to audit and have access to all records pertaining to the use of commodities provided by this transfer authorization.

For the Government  
of the United States of America:

[Signed]

WILLIAM G. BRADFORD  
Ambassador

*Date:* June 10, 1977

*Request and acceptance.* The assistance described in this authorization is hereby requested and the terms and conditions of this agreement are hereby accepted.

For the Government of Chad:

[Signed]

GALMAI YOUSSEUBOMI  
Secretary of State  
for Foreign Affairs and Cooperation

*Date:* June 10, 1977

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