

No. 18010

**UNITED STATES OF AMERICA
and
DJIBOUTI**

Agreement relating to the transfer of agricultural commodities. Signed at Djibouti on 9 January 1978

Authentic text: English.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
DJIBOUTI**

Accord relatif au transfert de produits agricoles. Signé à Djibouti le 9 janvier 1978

Texte authentique : anglais.

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

AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND DJIBOUTI RELATING TO THE TRANSFER OF AGRICULTURAL COMMODITIES

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

TRANSFER AUTHORIZATION

Program classification: Emergency Food Assistance AID No. 603-XXX-000-8601

Program approval dated: 11 November 1977

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

Program title: Emergency Food Assistance—Djibouti

In accordance with the provisions of Title II, PL480 (as amended), Section 2, of Executive Order 10900 and State Department Delegation Order No. 104 effective September 30, 1961, the Commodity Credit Corporation is hereby authorized to transfer and deliver Agricultural Commodities to the Government of the Republic of Djibouti (GROD) in an amount not to exceed \$1,066,850 pursuant to the following instructions:

1. *Quantity — Metric tons not to exceed*

<i>Previous total</i>	<i>Increase</i>	<i>Decrease</i>	<i>Total to date</i>
	4,060		4,060

2. *Commodities to be shipped*

<i>Code</i>	<i>Commodity</i>	<i>Amount (metric tons)</i>	<i>Estimated value</i>
042.2050	Rice	1,550	\$497,550
047.0250	S.F.S.G.	2,300	437,000
421.2040	Vegoil	210	132,300

3. *Estimated ocean transportation costs, \$606,000.* All actual ocean transportation expenditures under this program regardless of the estimate shown above, are to be charged to the Blanket Freight Transfer Authorization No. 935-9500-000-8899. An individual Ocean Freight Transfer Authorization will not be issued.

4. *Specifications.* Rice, packed in 100 pound bags to USDA specifications; soy-fortified sorghum grits, packed in 50 pound bags to USDA specifications; vegetable oil, 1 gallon container to USDA specifications.

5. *Shipping instructions*

A. Delivery schedule: as soon as possible;

¹ Came into force on 9 January 1978 by signature.

- B. Port of discharge: Djibouti;
- C. Consignee: Government of the Republic of Djibouti;
- D. Send copies of bills of lading to:
 - 1. First original and one copy to consignee via airmail;
 - 2. After ships loading, second original and one copy to consignee accompanying cargo;
 - 3. Third original and two copies to A.I.D. Transportation Support Division, Office of Commodity Management (Attn: Mr. R. E. James), Washington, D.C. 20523;
 - 4. Original and one copy to American Embassy, Djibouti via airmail;
 - 5. One copy to Regional Food for Peace Officer, REDSO/EA AmEmbassy, Nairobi, Kenya.

6. *Program objectives, use of commodity and conditions of transfer.* The commodities authorized herein are contributed by the USG to the GROD to assist in alleviating the shortage of food caused by disturbances in the area.

A. The commodities herein contributed are for (1) free direct distribution to refugees, displaced persons and others whose need is directly linked to the hostile condition in bordering Ethiopia, who are 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 GROD guarantee that those persons unable to buy food will receive the U.S. contributed commodities without cost, the GROD may sell up to 25 percent of the total quantity provided herein on the open market in food deficit areas at prices mutually agreed upon by the American Embassy/Djibouti and the GROD.

C. The specific uses of the local currency proceeds shall be agreed upon in writing between the GROD and the American Embassy/Djibouti. The GROD agrees to provide a monthly report on all currencies generated under this agreement giving details of deposits and disbursements. All such amounts remaining unexpended after two years from date of deposit and accrued interest, if any, shall be deposited with U.S. Disbursing Officer AmEmbassy, Djibouti.

D. The GROD will pay all storage, internal handling and transportation and distribution costs on the commodities herein provided for direct distribution in excess of the sums generated from the sales as authorized per B above.

E. The USG will supply the commodities herein provided and pay ocean transport, and independent survey report costs, to designated point of entry in Djibouti.

F. After the date of the AID/Washington approval of the project but before arrival of the authorized Title II commodities, the GROD may borrow the same or 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 GROD agrees to keep the AmEmbassy Djibouti 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. The GROD further agrees to submit a monthly report to the AmEmbassy Djibouti no later than ten days following the end of the preceding month to include the following:

- a. Beginning stocks;
- b. Arrivals;
- c. Distributions;
- d. Sales;
- e. Damaged stocks;
- f. Ending stocks.

WALTER S. CLARKE
For the Government
of the United States of America

Date: 9 January 1978

Request and acceptance. The assistance described in this authorization is hereby requested and the terms and conditions of this agreement and of AID Regulation 11, 41 F.R. 47919-47927, November 1, 1976 (attached and incorporated herein by reference), except as otherwise specifically provided herein, are hereby accepted.

KAMIL
For the Government
of the Republic of Djibouti

Date: 9 January 1978
