

No. 18071

**UNITED STATES OF AMERICA
and
GUINEA-BISSAU**

Agreement relating to the transfer of agricultural commodities. Signed at Bissau on 10 November 1977

Authentic text: English.

Registered by the United States of America on 14 November 1979.

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

Accord relatif au transfert de produits agricoles. Signé à Bissau le 10 novembre 1977

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 14 novembre 1979.

AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND GUINEA-BISSAU RELATING TO THE TRANSFER OF AGRICULTURAL COMMODITIES

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

TRANSFER AUTHORIZATION

Program Classification: Emergency Food Assistance

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

AID No. 906-XXX-000-7601

Program Approval Dated: August 24, 1977

Program Title: Drought Emergency Food Relief
Guinea-Bissau

In accordance with the provisions of Title II, PL 480 (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 Guinea-Bissau in an amount not to exceed \$1,176,000 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>
	4,500		4,500

2. Commodities to be shipped

<i>Code</i>	<i>Commodity</i>	<i>Amount (metric tons)</i>	<i>CCC value (\$)</i>	<i>Export market value (\$)</i>
044.0020	Corn	2,000	\$266,000	\$238,000
042.2050	Rice	2,500	910,000	810,000

3. *Estimated ocean transportation costs, \$450,000.* All actual ocean transportation expenditures under this program, regardless of the estimate shown above, are to be charged to blanket freight transfer authorization No. 935-9500-000-7899. An individual ocean freight transfer authorization will not be issued.

4. *Specifications.* Corn bagged 100 pounds net, USDA specifications; rice bagged 50 pounds net, USDA specifications.

5. Shipping instructions

- A. Delivery schedule, as soon as possible;
- B. Port of discharge, Bissau, Guinea-Bissau;
- C. Consignee, Comissariado do Estado de Desenvolvimento e Planificação, Bissau, Guinea-Bissau;
- D. Send copy of bills of lading to:

¹ Came into force on 10 November 1977 by signature.

- (1) First original and one copy by airmail to Consignee, Comissariado do Estado de Desenvolvimento e Planificaçao, Bissau, Guinea-Bissau;
- (2) After ships loading, second original and one copy to Consignee accompanying cargo;
- (3) Third original and two copies to A.I.D., Transportation and Support Division, Office of Commodity Management, Washington, D.C. 20523, Att. R. E. James;
- (4) Original and one copy to USAID, U.S. Embassy, Bissau, Guinea-Bissau.

6. *Program objectives, use of commodities and conditions of transfer.* The commodities authorized herein are contributed by the United States Government (USG) to the Government of Guinea-Bissau (GOGB) to assist in alleviating the shortage of food caused by drought.

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

B. Subject to GOGB guarantee that those persons unable to buy food will receive the U.S.-contributed grain without cost, the GOGB may sell such grain not required for direct free distribution on the open market in food deficit areas at prices mutually agreed upon by the USAID, American Embassy, Bissau, and the GOGB.

C. The specific uses of the local currency proceeds shall be agreed upon in writing between the GOGB and CDO, Bissau. The GOGB 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, Bissau.

D. The GOGB 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 Bissau.

F. After the date of the A.I.D./Washington approval of the project but before arrival of the authorized Title II commodities, the GOGB 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 GOGB agrees to keep CDO Bissau 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 GOGB further agrees to submit a monthly report to the CDO Bissau, 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.

[Signed]

Ambassador EDWARD MARKS
For the Government of the United States
of America

Date: November 10, 1977

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, 41F.R.47919-47927, November 1, 1976 (attached and incorporated herein by reference), except as otherwise specifically provided herein, are hereby accepted.

[Signed]

Dr. INACIO SEMEDO, Jr.
For the Government of Guinea-Bissau
Director of Cooperation International

Date:
