

**No. 18856**

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**UNITED STATES OF AMERICA  
and  
CAPE VERDE**

**Agreement relating to the transfer of agricultural commodities. Signed on 22 May 1978**

*Authentic text: English.*

*Registered by the United States of America on 30 May 1980.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
CAP-VERT**

**Accord relatif au transfert de produits agricoles. Signé le 22 mai 1978**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 30 mai 1980.*

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

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

## TRANSFER AUTHORIZATION

Drought Emergency Food Assistance

AID. No. 659-044.0020-000-8602

Executive Vice President  
Commodity Credit Corporation  
U.S. Department of Agriculture  
Washington, D.C. 20250

Program approval dated: November 10, 1977  
Program title: Drought Emergency Food Assistance—Cape Verde

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 food grain to the Government of Cape Verde in an amount not to exceed dollars 1,590,000 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>
	15,000		15,000

2. *Commodity to be shipped*

<i>Code</i>	<i>Commodity</i>	<i>Amount (metric ton)</i>	<i>CCC Value (\$)</i>	<i>Export market value</i>
044.0020	Corn	15,000	\$1,590,000	

3. *Estimated ocean transportation costs, \$1,407,000.* All actual ocean transportation expenditures under this program regardless of the estimate shown above, are to be charged to the blanket freight authorization No. 935-9500-000-8899. An individual ocean freight transfer authorization will not be issued.

4. *Specifications.* Corn, 15,000 MT—bagged 100 pounds net; USDA specifications.

5. *Shipping instructions*

A. Delivery schedule and port of discharge:

- (1) 4,000 MT for Praia and 4,000 MT for Mindelo to arrive early January;
- (2) 4,000 MT for Praia and 3,000 MT for Mindelo to arrive early February;

B. Consignee: Ministry of Economic Coordination, Republic of Cape Verde, Praia, Cape Verde;

<sup>1</sup> Came into force on 22 May 1978 by signature.

C. Send copies of bills of lading to:

- (1) Original and 2 copies to consignee via airmail;
- (2) Original and 2 copies to consignee accompanying cargo;
- (3) Original and 2 copies to SER/COM/TR, Agency for International Development, Washington, D.C. 20523, Attn: R. E. James;
- (4) Original and 2 copies to AmEmbassy, Guinea-Bissau, via airmail;
- (5) One copy to USAID/Senegal, c/o American Embassy, Dakar, Senegal, Attn: Food for Peace Officer.

6. *Program objectives, use of commodities and conditions of transfer.* The commodity authorized herein is contributed by the United States Government (USG) to the Government of the Republic of Cape Verde (GOCV) 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 the drought unable to purchase food supplies; the rate of distribution is 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.

B. Subject to GOCV guarantee that those persons unable to buy food will receive the U.S. contributed grain without cost, the GOCV 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, AmEmbassy, Bissau, and the GOCV.

C. The specific uses of the local currency proceeds shall be agreed upon in writing between the GOCV and A.I.D. Office in Guinea-Bissau. The GOCV 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, Guinea-Bissau.

D. The GOCV 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 Cape Verde.

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

7. *Amendments.* The above terms may be amended upon request of the GOCV, with the concurrence of U.S.A.I.D., AmEmbassy, Bissau, and with the cabled concurrence of AID/W.

EDWARD MARKS  
For the Government  
of the United States of America

*Date:* 5/22/78

*Request and acceptance.* 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.

JOSÉ BRITO  
For the Government of the Republic  
of Cape Verde

*Date:* 5/22/78

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