

No. 18855

**UNITED STATES OF AMERICA
and
NIGER**

Agreement relating to the transfer of agricultural commodities. Signed at Niamey on 25 April 1978

Authentic text: English.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
NIGER**

Accord relatif au transfert de produits agricoles. Signé à Niamey le 25 avril 1978

Texte authentique : anglais.

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

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

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

TRANSFER AUTHORIZATION

Program classification:
Drought Emergency Food Assistance

AID No: 683-045.9015-000-8621
Program approval dated: February 15, 1978
Program title: Drought Emergency Food Assistance — Niger

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

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 Niger in an amount not to exceed \$515,000 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>
	5,000		5,000

2. *Commodity to be shipped*

<i>Code</i>	<i>Commodity</i>	<i>Amount (metric tons)</i>	<i>Estimated value (\$)</i>
045.9015	Grain sorghum	5,000	\$515,000

3. *Estimated ocean and other transportation costs, \$1,050,000.* All actual ocean transportation expenditures under this program, regardless of the estimate shown above, are to be charged to blanket freight transfer authorization No. 935-9500-000-8899. An individual ocean freight transfer authorization will not be issued.

4. *Specifications.* Grain sorghum — grade No. 2 or better; bagged 100 pounds net and/or bulk, bags accompanying.

5. *Shipping instructions*

- A. Delivery schedule: Late March/early April;
- B. Ports of discharge: Apapa (Lagos); Cotonou and Abidjan; to be designated at time of shipments;
- C. Points of entry: (land-locked country): Niamey, Dosso, Zinder, Maradi as designated at time of discharge.
- D. Consignee: Government of Niger, Office des produits vivriers du Niger (OPVN), Niamey, Niger;

¹ Came into force on 25 April 1978 by signature.

E. Send copy of bills of lading to:

- 1) First original and one copy to consignee (OPVN, GON, Niamey) via airmail;
- 2) After ships loading: second original and one copy accompanying cargo to consignee;
- 3) Third original and two copies to A.I.D. Transportation and Support Division, Office of Commodity Management, Washington, D. C. 20523, Att: Mr. R. E. James;
- 4) Original and one copy U.S. Embassy, Niamey;
- 5) One additional copy each to REDSO, AmEmbassy Abidjan; AmEmbassy, Cotonou; AmEmbassy, Lagos.

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 Niger (GON) to assist in alleviating the shortage of food caused by drought.

A. The commodity herein contributed is 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 necessary to cover emergency related food distribution expenses such as (a) administrative costs, (b) end-use transportation, and as per conditions specified B and C.

Proceeds from sales of such commodities will be deposited in a special account.

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

C. The specific uses of the local currency proceeds shall be agreed upon in writing between the GON and A.I.D. Office in Niamey, Niger. The GON 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, Niger.

D. The GON 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, inland transportation costs, and independent survey report costs to designated points of entry in Niger.

F. After the date of the AID/Washington approval of the project but before arrival of the authorized Title II commodities, the GON 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 GON agrees to keep A.I.D. Niger 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 GON further agrees to submit a monthly report to the A.I.D. Niger 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. *Amendment.* The above terms may be amended upon request of the GON, with the concurrence of the U.S.A.I.D., AmEmbassy, Niger, and with the cabled concurrence of AID/W.

[Signed — Signé]¹
For the Government of the United
States of America

Date : 25/4/78

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 — Signé]²
For the Government of Niger

Date: 25/4/78

¹ Signed by Charles A. James — Signé par Charles A. James.

² Signed by M. Barba Sidikou — Signé par M. Barba Sidikou.