

No. 19680

**UNITED STATES OF AMERICA
and
IVORY COAST**

Air Transport Agreement (with schedule, memorandum of understanding dated 21 October 1977 and exchange of notes dated 24 February and 31 March 1978). Signed at Abidjan on 24 February 1978

Authentic texts: English and French.

Registered by the United States of America on 27 March 1981.

**ÉTATS-UNIS D'AMÉRIQUE
et
CÔTE D'IVOIRE**

Accord relatif au transport aérien (avec tableau de routes, mémorandum d'entente en date du 21 octobre 1977 et échange de notes en date des 24 février et 31 mars 1978). Signé à Abidjan le 24 février 1978

Textes authentiques : anglais et français.

Enregistré par les États-Unis d'Amérique le 27 mars 1981.

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE IVORY COAST

The Government of the United States of America and the Government of the Republic of the Ivory Coast,

Recognizing the increasing importance of international air travel between the two countries and desiring to conclude an agreement which will assure its continued development in the common welfare, and

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,²

Considering that the Republic of Ivory Coast, as a party to the Treaty of Yaounde, has with other states created a jointly-owned airline, whose creation is considered by the Republic of the Ivory Coast to be in keeping with Article 77 and 79 of the Convention on International Civil Aviation relating to the establishment by two or more states of joint operating organizations or international operating organizations, responsible for providing air services to each state party to the aforesaid treaty,

Have agreed as follows:

Article 1. For the purpose of the present Agreement:

(A) "Agreement" shall mean this Agreement, the Schedule attached thereto, and any amendments thereto.

(B) "Treaty of Yaounde" shall mean the Treaty Concerning Air Transport in Africa signed at Yaounde on March 28, 1961.

(C) "Aeronautical authorities" shall mean, in the case of the United States of America, the Federal Aviation Administration with respect to the technical permission, safety standards, and requirements referred to in Articles 3 and 6(B) respectively, otherwise the Civil Aeronautics Board, and in the case of the Republic of Ivory Coast, the Ministry responsible for Civil Aviation, or in both cases, any person or agency authorized to perform the functions exercised at present by those authorities.

(D) "Designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party to be an airline which will operate a specific route or routes listed in the Schedule to this Agreement. Such notification shall be communicated in writing through diplomatic channels.

(E) "Territory", in relation to a State, shall mean the land areas under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of that State, and territorial waters adjacent thereto.

(F) "Air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, cargo or mail, separately or in combination.

(G) "International air service" shall mean an air service which passes through the air space over the territory of more than one State.

¹ Came into force provisionally on 24 February 1978 by signature, and definitively on 3 June 1980, the date agreed upon by the Parties in an exchange of notes, in accordance with article 18.

² United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

(H) “Stop for non-traffic purposes” shall mean a landing for any purpose other than taking or discharging passengers, cargo or mail.

Article 2. Each Contracting Party grants to the other Contracting Party rights for the conduct of air services by the designated airline or airlines as follows:

- (1) To fly across the territory of the other Contracting Party without landing;
- (2) To land in the territory of the other Contracting Party for non-traffic purposes; and
- (3) To make stops at the points in the territory of the other Contracting Party named on each of the routes specified in the appropriate paragraph of the Schedule of this Agreement for the purpose of taking on and discharging international traffic in passengers, cargo and mail, separately or in combination.

Article 3. (A) Air services on a route specified in the Schedule of this Agreement may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has designated such airline or airlines for that route and the other Contracting Party has granted the appropriate operating permission.

(B) Each Contracting Party shall have the right to designate, by diplomatic note to the other Contracting Party, an airline or airlines to operate air services on a route or routes specified in the Schedule of this Agreement. The other Contracting Party shall be bound to accept such designation.

(C) The Government of the United States of America accepts that the Government of the Republic of the Ivory Coast, in accordance with Articles 2 and 4, and the documents annexed to the Treaty Concerning Air Transport in Africa, signed by the Republic of the Ivory Coast at Yaounde the 28th March 1961, reserves the right to designate the Company Air Afrique as the instrument selected by the Republic of the Ivory Coast for operating the air services on a route or routes specified in the route schedule of this Agreement.

(D) Upon receipt and acceptance of a designation made by one Contracting Party, and upon receipt from a designated airline of an application in the form and manner prescribed for such applications, the other Contracting Party shall, subject to the provisions of paragraph (E) below and of Articles 4 and 6 of this Agreement, be bound to grant appropriate operating permission with a minimum of procedural delay.

(E) A designated airline of one Contracting Party may be required to qualify before the aeronautical authorities of the other Contracting Party, under the laws and regulations normally applied by those authorities before being permitted to engage in the operations contemplated by this Agreement. Such laws and regulations shall be applied consistently with the provisions of the Convention on International Civil Aviation.

Article 4. (A) The Government of the United States of America reserves the right to withhold or revoke the operating permission referred to in Article 3 of this Agreement with respect to any airline designated by the Government of the Republic of the Ivory Coast, or to impose conditions on such permission, in the event that:

- (1) Such airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of the United States of America;
- (2) Such airline fails to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(3) The Government of the United States of America is not satisfied that substantial ownership and effective control of such airline are jointly vested in the nationals or the governments of the states party to the Treaty of Yaounde.

(B) The Government of the Republic of the Ivory Coast reserves the right to withhold or revoke the operating permission referred to in Article 3 of this Agreement with respect to any airline designated by the Government of the United States of America, or to impose conditions on such permission, in the event that:

- (1) Such airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of the Republic of the Ivory Coast;
- (2) Such airline fails to comply with the laws and regulations referred to in Article 5 of this Agreement; or
- (3) The Government of the Republic of the Ivory Coast is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the United States of America.

(C) Unless immediate action is essential to prevent further infringement of the laws and regulations referred to in Article 5 of this Agreement, the right to withhold or revoke such permission shall be exercised only after consultation with the other Contracting Party.

Article 5. (A) The laws and regulations of the Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

(B) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, cargo or mail of aircraft, including regulations relating to entry, clearance, immigration, passports, customs, and quarantine, shall be complied with by or on behalf of such passengers, crew, cargo or mail of the airlines of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

Article 6. (A) Certificates of airworthiness, certificates of competency, and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

(B) The competent aeronautical authorities of each Contracting Party may request consultations concerning the safety and security standards and requirements relating to aeronautical facilities, airmen, aircraft, and the operation of the designated airlines which are maintained and administered by the other Contracting Party. If, following such consultations, the competent aeronautical authorities of either Contracting Party find that the other Contracting Party does not effectively maintain and administer safety and security standards and requirements in these areas that are

equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation, they will notify the other Contracting Party of such findings and the steps considered necessary to bring the safety and security standards and requirements of the other Contracting Party to standards at least equal to the minimum standards which may be established pursuant to said Convention, and the other Contracting Party will take appropriate corrective action. Each Contracting Party reserves the right to withhold or revoke the technical permission referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission, in the event the other Contracting Party does not take such appropriate action within a reasonable time.

Article 7. Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international services.

Article 8. (A) Each Contracting Party shall exempt the designated airline or airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation or servicing of aircraft of the airlines of such other Contracting Party engaged in international air service. The exemptions provided under this paragraph shall apply to items:

- (1) Introduced into the territory of one Contracting Party by or on behalf of the designated airlines of the other Contracting Party;
- (2) Retained on aircraft of the designated airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or
- (3) Taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other and intended for use in international air service; whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption.

(B) The exemptions provided for by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (A), provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

Article 9. (A) There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.

(B) In the operation by the airlines of either Contracting Party of the air services described in this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.

(C) The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

(D) Services provided by designated airlines under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related to:

- (1) Traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
- (2) The requirements of through airline operations; and
- (3) The traffic requirements of the area through which the airline passes, after taking account of local and regional services.

Article 10. (A) All rates to be charged by an airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors such as costs of operation and reasonable profit as well as the characteristics of each service. To further the commitment of both Contracting Parties to expand passenger and cargo opportunities between their respective territories, innovative low rates for passenger and cargo carriage should be promoted. Each Contracting Party should encourage the respective designated airlines to explore, propose and implement the lowest possible level of rates which can be economically justified. All rates shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement within the limits of their legal powers.

(B) Any rates proposed to be charged by an airline of either Contracting Party for carriage to or from the territory of the other Contracting Party shall, if so required, be filed by such airline with the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of introduction unless the Contracting Party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no airline rebates any portion of such rates by any means, directly or indirectly, including the payment of excessive sales commissions to agents.

(C) It is recognized by both Contracting Parties that, during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or other association of international air carriers, any rate agreements concluded through these procedures and involving an airline or airlines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party.

(D) If the aeronautical authorities of a Contracting Party, on receipt of the notification referred to in paragraph (B) above, are dissatisfied with the rate proposed, the other Contracting Party shall be so informed at least fifteen (15) days prior to the date that such rate would otherwise become effective, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

(E) If the aeronautical authorities of a Contracting Party, upon review of an existing rate charged for carriage to or from the territory of that Party by an airline or airlines of the other Contracting Party, are dissatisfied with that rate, the other

Contracting Party shall be so informed and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

(F) In the event that an agreement is reached pursuant to the provisions of paragraphs (D) or (E), each Contracting Party will exercise its best efforts to put such rate into effect.

(G) If:

- (1) Under the circumstances set forth in paragraph (C), no agreement can be reached prior to the date that such rate would otherwise become effective; or
- (2) Under the circumstances set forth in paragraph (D), no agreement can be reached prior to the expiration of sixty (60) days from the date of notification,

then the aeronautical authorities of the Contracting Party raising the objection to the rate may take such steps as may be considered necessary to prevent the inauguration or the continuation of the service in question at the rate complained of; provided, however, that the aeronautical authorities of the Contracting Party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable service between the same points.

Article 11. The following provisions shall govern the sale of air transportation and the conversion and remittance of revenues:

(A) Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, in its discretion, through its agents. Such airline shall have the right to sell such transportation in the currency of that territory or, if permissible, in freely convertible currencies of other countries.

(B) Any rate specified in terms of the national currency of one of the Contracting Parties shall be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Parties can convert and remit the revenues from their transport operations into the national currency of the other Party.

(C) Each designated airline shall have the right to convert and remit to its country local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly and without restrictions at the rate of exchange in effect for the sale of transportation at the time such revenues are presented for conversion and remittance and, on the basis of reciprocity, shall be exempted from taxation to the fullest extent permitted by national law. If a Contracting Party does not have a convertible currency and requires the submission of applications for conversion and remittance, the airlines of the other Contracting Party shall be permitted to file such applications as often as weekly free of burdensome or discriminatory documentary requirements.

(D) Each Contracting Party agrees to use its best efforts to ensure that the designated airlines of the other Contracting Party are offered the choice, subject to reasonable limitations which may be imposed by the competent authorities, of providing their own services for ground handling operations or having them provided by a servicing agent as authorized by the competent authorities.

Article 12. The Contracting Parties recognize the importance of charters to the development of air transport between their territories and agree to promote and encourage their growth. They will facilitate charter services to the maximum extent consistent with their national laws.

Article 13. Either Contracting Party may at any time request consultations on the interpretation, application or amendment of this Agreement. Such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request.

Article 14. (A) Any dispute with respect to matters covered by this Agreement not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.

(B) Arbitration shall be by a tribunal of three arbitrators constituted as follows:

- (1)* One arbitrator shall be named by each Contracting Party within sixty (60) days of the date of delivery by either Contracting Party to the other of a request for arbitration. Within thirty (30) days after such period of sixty (60) days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.
- (2)* If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not agreed upon in accordance with paragraph (1), either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

(C) Each Contracting Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal. Each Contracting Party recognizes that if an agreement on an issue cannot be reached, the provisions of Article 16 shall be applied.

(D) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

Article 15. This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 16. Either Contracting Party may at any time notify the other of its intention to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate one year after the date on which the notice of termination is received by the other Contracting Party, unless withdrawn before the end of this period by agreement between the Contracting Parties.

Article 17. If a general multilateral air transport convention, accepted by both Contracting Parties, enters into force, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article 18. This Agreement shall enter into force on a date agreed to by the Contracting Parties in an exchange of diplomatic notes.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at Abidjan this twenty-fourth day of February, 1978, in the English and French languages, both texts being equally authentic.

For the Government of the United States of America:

[Signed]

MONTEAGLE STEARNS
Ambassador

For the Government of the Ivory Coast:

[Signed]

DÉSIRÉ BONI
Minister for Public Works, Transport,
Construction and Urbanism

SCHEDULE

1. *Republic of the Ivory Coast*

An airline or airlines designated by the Government of the Ivory Coast shall be entitled to operate scheduled air services on the route specified, in both directions, and to make scheduled landings in the territory of the United States of America at the point specified in this paragraph:

From the Ivory Coast via Liberia, Guinea and Senegal to New York and beyond to Montreal

2. *United States of America*

An airline or airlines designated by the Government of the United States of America shall be entitled to operate scheduled air services on the route specified, in both directions, and to make scheduled landings in the territory of the Ivory Coast at the point specified in this paragraph:

From the United States via a point in the Atlantic Ocean⁽¹⁾, Senegal⁽²⁾ and Liberia to Abidjan and beyond to Ghana, Nigeria, Zaire⁽³⁾, Kenya and one African country below 10° south latitude⁽³⁾

(1) Either the Azores or the Cape Verde Islands as selected by the airline or airlines on a seasonal basis.

(2) Stopover rights authorized.

(3) Either Zaire or one African country below 10° south latitude as selected by the airline or airlines.

3. The airlines of each Contracting Party are authorized to omit on any or all flights, points on any of the above specified routes.

4. The airlines of each Contracting Party are authorized to operate scheduled air services to points not mentioned in the above specified route schedules and not located in the Republic of the Ivory Coast or the United States of America, but without traffic rights between these points and Abidjan for the United States airlines and between these points and New York for the Ivorian airlines.

MEMORANDUM OF UNDERSTANDING

1. Delegations representing the Governments of the Republic of the Ivory Coast and the United States of America met in Abidjan from October 19 to 21, 1977 to complete negotiations for an Air Transport Services Agreement. Lists of the members of each Delegation are Attachments 1 and 2.

2. The two Delegations concluded a revised *ad referendum* agreement on air transport services, the complete text of which is Attachment 3.¹

3. The Delegations have agreed that:

- A. The two Contracting Parties would apply the principles of equality and reciprocity in all fields relating to the operation of the services contemplated and for the exercise of the rights resulting from the Agreement.
- B. In the event that either of the Contracting Parties intends to designate more than one airline to operate the contemplated services, such intent will be submitted for consideration and prior agreement to the other Contracting Party. In such case either Contracting Party may invoke Article 13 of the Agreement.
- C. The duration of the stopover period between Abidjan and Dakar shall be that between the airlines' flight of arrival and its next available flight of departure.

4. The Air Transport Services Agreement shall come into provisional force upon its signing by representatives of both Governments. An exchange of Diplomatic Notes will record this fact and will also bring this Memorandum of Understanding into effect. A later exchange of Diplomatic Notes will bring the Agreement into final force.

5. This Memorandum of Understanding supersedes the Memoranda of Consultation signed by the respective Delegation Chairmen on October 7, 1976 and April 29, 1977.

VASSIRIKI SAVANE
Chairman
Delegation
of the Republic of the Ivory Coast

ROBERT A. BROWN
Chairman
Delegation
of the United States of America

Abidjan, Ivory Coast, October 21, 1977

ATTACHMENT 1

IVORY COAST DELEGATION

Chairman: M. Vassiriki Savane, Directeur de l'Aéronautique Civile, Chef de Délégation
M. M. Habib Diallo, Bureau du Transport Aérien
M. Johanny Guirma, Chef du Département des Accords Aériens, Air Afrique
M. Jean Gbaguidi, Département des Accords Aériens, Air Afrique
M. Bernard Diallo, Air Afrique

¹ Attachment 3 to the Memorandum of Understanding is not part of the Agreement (information supplied by the Government of the United States of America).

ATTACHMENT 2

U.S. DELEGATION

Chairman: Mr. Robert A. Brown, Chief, Aviation Negotiations Division, Department of State

Mr. Francis S. Murphy, Chief, Mediterranean and Africa, Civil Aeronautics Board

Mr. Edward P. Oppler, Chief of Regulatory Coordination Division, Office of Regulatory Policy, Department of Transportation

Mr. Ralph E. Bresler, Chief, Economic and Commercial Section, U.S. Embassy, Abidjan

Ms. Joyce B. Rabens, Economic Officer, U.S. Embassy, Abidjan

Technical Advisor: Mr. Thomas V. Lydon, Air Transport Association

EXCHANGE OF NOTES — ÉCHANGE DE NOTES

I

EMBASSY OF THE UNITED STATES OF AMERICA

Abidjan, February 24, 1978

No. 48

Excellency:

I have the honor to refer to the negotiations held from October 10, 1977, to October 21, 1977, between representatives of the Government of the United States of America and the Government of the Ivory Coast concerning air transport relations between the two countries and to propose, on behalf of my Government, that the Agreement on air transport signed on February 24 by Mr. Désiré Boni, Ministre des Travaux Publics et des Transports, representing the Government of the Republic of the Ivory Coast, and the Honorable Monteagle Stearns, Ambassador Extraordinaire et Plénipotentiaire, representing the Government of the United States of America, and the Memorandum of Understanding, initialled by the two delegations on October 21, 1977, govern the conduct of each Government with respect to the passenger, cargo, and mail air services of the airlines that have been respectively authorized by the Government of the United States of America and the Government of the Republic of the Ivory Coast to conduct operations between the two countries and during the period of effectiveness of the air transport agreement and the Memorandum of Understanding.

If your Government agrees to the foregoing proposal, I have the honor to propose that this note and your reply to that effect constitute an agreement between the two Governments which shall enter into effect provisionally upon signing and permanently on the date of your reply attesting to your Government's ratification, and which shall remain in effect for an indefinite period of time subject to the provisions of Article 16 of the above air transport agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

[Signed — Signé]¹

His Excellency Siméon Aké
Minister of Foreign Affairs
Abidjan

¹ Signed by Monteagle Stearns — Signé par Monteagle Stearns.

J'ai l'honneur, au nom du Gouvernement de la République de Côte d'Ivoire, de souscrire aux propositions formulées par la lettre précitée de Votre Excellence.

Veillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

[*Signé — Signed*]¹

Son Excellence Monsieur Monteagle Stearns
Ambassadeur des Etats-Unis d'Amérique
Abidjan

[TRANSLATION² — TRADUCTION³]

REPUBLIC OF THE IVORY COAST
[Union — Discipline — Work]
MINISTRY OF FOREIGN AFFAIRS
The Minister

Abidjan, March 31, 1978

No. 2937AE/COOP/7

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 48 of February 24, 1978, which reads as follows:

[*See note I*]

I have the honor, on behalf of the Government of the Republic of the Ivory Coast, to agree to the proposals set forth in Your Excellency's aforementioned note.

Accept, Mr. Ambassador, the assurances of my very high consideration.

[*Signed*]

SIMÉON AKÉ
Minister of Foreign Affairs

His Excellency Monteagle Stearns
Ambassador of the United States of America
Abidjan

¹ Signé par Siméon Aké — Signed by Siméon Aké.

² Translation supplied by the Government of the United States.

³ Traduction fournie par le Gouvernement des Etats-Unis.