

No. 30170

**DENMARK
and
BURKINA FASO**

**Exchange of letters constituting an agreement concerning a
Danish grant for the supply of fertilizer. Copenhagen,
7 and 11 January 1993**

Authentic text: French.

Registered by Denmark on 2 August 1993.

**DANEMARK
et
BURKINA FASO**

**Échange de lettres constituant un accord relatif à un don du
Gouvernement du Danemark en vue d'une fourniture
d'engrais. Copenhague, 7 et 11 janvier 1993**

Texte authentique : français.

Enregistré par le Danemark le 2 août 1993.

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN DENMARK AND BURKINA FASO CONCERNING A DANISH GRANT FOR THE SUPPLY OF FERTILIZER

I

MINISTRY OF FOREIGN AFFAIRS
COPENHAGEN
DENMARK

7 January 1993

Encl. Div. S.8
Ref. 104.Burkina Faso.17

Further to the request submitted by the Ministry of Finance and Planning of Burkina Faso to the Danish Development Cooperation Office in Ouagadougou, on 24 July 1991 and 2 September 1992, I have the honour to inform you that the Government of Denmark is prepared to contribute the sum of 16.5 million Danish kroner (DKr) for the supply of chemical fertilizer to Burkina Faso in the form of 5,000 tons of NPK fertilizer and 2,300 tons of urea.

I have the honour to suggest that this cooperation between Burkina Faso and Denmark be implemented under the terms set forth in the present exchange of letters.

Article 1

DEFINITIONS

1.1. For the purposes of this Agreement, unless otherwise stated, “competent authorities” means, in the case of the Government of Denmark, the Ministry of Foreign Affairs, the Danish International Development Agency (DANIDA), and in the case of the Government of Burkina Faso, the Ministry of Finance and Planning, or, for both parties, any other authority empowered to perform the functions exercised at present by the said authorities.

Article 2

OBJECTIVES OF THE COOPERATION

- 2.1. The long-term objectives of the cooperation shall be as follows:
- To promote the agricultural development of Burkina Faso;
 - To provide Burkina Faso with balance-of-payments assistance.

¹ Came into force on 11 January 1993 by the exchange of the said letters.

2.2. The immediate objectives of the cooperation shall be as follows:

- To contribute to the growth of agricultural production, giving priority to food crops;
- To improve the crop production of small-scale farmers.

Article 3

OUTPUT

TYPES, QUANTITIES AND PACKAGING OF FERTILIZER

3.1. The grant for chemical fertilizer to be provided by the Government of Denmark to Burkina Faso shall cover 5,000 tons of NPK fertilizer (14:23:14) and 2,300 tons of urea.

3.2. With regard to the packaging of the fertilizer, half of the total quantity shall be delivered in 25-kilogram sacks in order to make the use of fertilizer more affordable for farmers with limited purchasing power.

Article 4

DELIVERY OF THE FERTILIZER

4.1. The Government of Denmark shall bear the cost of delivering the fertilizer to Burkina Faso. The fertilizer will be delivered as follows:

- 2,500 tons of NPK fertilizer to Ouagadougou
- 2,500 tons of NPK fertilizer to Bobo-Dioulasso
- 1,000 tons of urea to Ouagadougou
- 1,300 tons of urea to Bobo-Dioulasso.

4.2. Transport of consignment to Ouagadougou/Bobo-Dioulasso will be arranged by DANIDA.

4.3. Delivery shall be scheduled for March/April 1993, that is, before the rainy season.

Article 5

STORAGE, DISTRIBUTION AND SALE

5.1. The Government of Burkina Faso, through the Office of Agricultural Inputs and Mechanization (DIMA), shall be responsible for receipt, storage, distribution and sale of the fertilizer. The fertilizer shall be sold at unsubsidized prices.

Article 6

IMPORTS, IMPORT TAXES AND OTHER PUBLIC CHARGES

6.1. This Agreement shall be exempt from any charges, present or future, provided for by present or future legislative or regulatory acts of Burkina Faso at the time of its publication, execution, entry into force, or at any other time.

6.2. The Government of Burkina Faso shall exempt shipments arriving from Denmark and third countries under this Agreement from payment of any import duty, tax, national or other public charge such as import surcharges, countervailing duties in respect of indirect taxes, and any deposits, payable in connection with the issuance of payment authorizations or import licences.

Article 7

ORGANIZATION AND EXECUTION

7.1. DIMA, within the Ministry of Agriculture and Livestock, shall be the body responsible for receipt, storage, distribution and sale of the fertilizer delivered by the Government of Denmark. The proceeds from the sale of the fertilizer shall revert to the Government of Burkina Faso.

Article 8

INFORMATION, MONITORING AND EVALUATION

8.1. The two parties agree to collaborate fully to ensure that the objectives of this Agreement are met. To this end, the parties shall exchange views on matters relating to the cooperation and provide each other with all such information as can reasonably be requested in that regard. The two parties shall jointly review the progress of the programme if either party so requests.

8.2. DANIDA shall, if necessary, have the right to carry out any technical or financial mission that it considers necessary in order to monitor the progress of the operation. The Government of Burkina Faso shall provide all relevant assistance, information and documentation to the persons entrusted with any such mission.

8.3. A joint Burkina Faso/DIMA-DANIDA evaluation shall be conducted in September 1993.

Article 9

REPORTING, ACCOUNTING PROCEDURES AND AUDIT

9.1. Immediately after receipt of the shipment, the Government of Burkina Faso, through DIMA, must transmit to DANIDA a report verifying that the contents of the shipment correspond to the shipping documents.

9.2. DIMA must draw up a balance sheet for quantities sold and in stock at 31 August 1993 and an estimate of its projected needs for 1994/95.

9.3. Representatives of Rigsrevisionen (Danish institution for the auditing of public accounts) may carry out, on the basis of all the relevant documentation, any audit or inspection considered necessary with regard to the supply of chemical fertilizer to the Government of Burkina Faso under this Agreement.

Article 10

ADDRESSES

10.1. The authorities responsible for the implementation of the Agreement are:

- (a) For Denmark:
Ministry of Foreign Affairs
DANIDA
Asiatisk Plads 2
1448 Copenhagen K
Denmark
Telephone: 33.92.00.00
Telex: 31292 etr dk
FAX: 31.54.05.33
- (b) For Burkina Faso:
Ministry of Finance and Planning
Ouagadougou
Burkina Faso
Telephone: 33.25.34
Telex: Secrétariat Général du Gouvernement
5555 segegouv

The organization responsible for implementation is:
Office of Agricultural Inputs and Mechanization (DIMA)
Ministry of Agriculture and Livestock
Ouagadougou
Burkina Faso

Article 11

ENTRY INTO FORCE

11.1. This Agreement shall enter into force on the date of the exchange of notes and shall remain in force until the end of the programme unless the Agreement is terminated.

Article 12

MODIFICATION, SETTLEMENT OF DISPUTES AND TERMINATION

12.1. Any amendment to this Agreement must be made by an exchange of letters between the two parties.

12.2. Any dispute arising between the two parties relating to the interpretation or the implementation of this Agreement shall be settled amicably through the diplomatic channel.

12.3. The two parties may terminate the Agreement jointly by an exchange of notes or unilaterally by giving notice. Such notice shall become effective three months after it is received by the other party.

If these terms meet with the agreement of the Government of Burkina Faso, I have the honour to propose that this letter and your reply shall constitute an agreement between our two Governments on this matter.

Accept, Madam, etc.

[*Signed*]

BIRGER RIIS-JØRGENSEN
Director for West and East Africa

Her Excellency Madam Anne Konate
Ambassador of Burkina Faso
Copenhagen

II

EMBASSY OF BURKINA FASO
THE AMBASSADOR

Copenhagen, 11 January 1993

No. 93-012/ABF/CPH
SP

Sir,

In your letter of 17 January 1993 (S.8.104.Burkina Faso.17), you kindly informed me of the following:

[*See letter I*]

I have the honour to confirm that the Government of Burkina Faso agrees to the foregoing provisions, which thus constitute an agreement between our two Governments.

Accept, Sir, etc.

[*Signed*]

ANNE KONATE

Mr. Birger Riis-Jørgensen
Director for West and East Africa
Ministry of Foreign Affairs
DANIDA
Copenhagen
