

No. 5905

**UNITED STATES OF AMERICA
and
NIGER**

**Exchange of notes constituting an agreement relating to
economic, technical and related assistance. Niamey,
26 May 1961**

Official texts: English and French.

Registered by the United States of America on 10 October 1961.

**ÉTATS-UNIS D'AMÉRIQUE
et
NIGER**

**Échange de notes constituant un accord d'aide dans les
domaines économique et technique ainsi que dans les
domaines connexes. Niamey, 26 mai 1961**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 10 octobre 1961.

No. 5905. EXCHANGE OF NOTES
CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES
OF AMERICA AND NIGER RELA-
TING TO ECONOMIC, TECHNICAL
AND RELATED ASSISTANCE.
NIAMEY, 26 MAY 1961

N° 5905. ÉCHANGE DE NOTES CON-
STITUANT UN ACCORD D'AIDE¹
DANS LES DOMAINES ÉCONO-
MIQUE ET TECHNIQUE AINSI
QUE DANS LES DOMAINES CON-
NEXES ENTRE LES ÉTATS-UNIS
D'AMÉRIQUE ET LE NIGER.
NIAMEY, 26 MAI 1961

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*The American Ambassador to the Presi-
dent of Niger*

*L'Ambassadeur des États-Unis d'Amé-
rique au Président de la République
du Niger*

Niamey, May 26, 1961

Excellency :

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of Niger economic, technical and related assistance in accordance with the understandings set forth below :

1. The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of Niger and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of Niger. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.

2. The Government of Niger will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which assistance is made available hereunder ; will take appropriate steps to assure the effective use of such assistance ; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms ; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records

¹ Came into force on 26 May 1961 by the exchange of the said notes.

¹ Entré en vigueur le 26 mai 1961 par l'échange desdites notes.

pertaining thereto ; will provide the Government of the United States of America with full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated ; and will give to the people of Niger full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of Niger will also bear a fair share of the costs thereof ; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Niger ; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of Niger from the import or sale of such commodities or services, the Government of Niger, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof will establish in its own name a Special Account in the Banque Centrale des États de l'Afrique de l'Ouest (Central Bank of West African States) ; will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds ; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of Niger may draw upon any remaining balances in the Special Account for such purposes beneficial to Niger as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of Niger shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of Niger will receive a special mission and its personnel, which will discharge the responsibilities of the Government of the United States of America hereunder ; upon appropriate notification by the Government of the United States of America will consider this special mission and its personnel as part of the diplomatic mission of the United States of America in Niger for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel of comparable rank ; and will give full cooperation to the special mission, and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof.

5. In order to assure the maximum benefits to the people of Niger from the assistance to be furnished hereunder :

(a) Any supplies, materials, equipment or funds introduced into or acquired in Niger by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in Niger, and the import, export, purchase, use or disposition of any such supplies materials, equipment or funds in connection with such a program or project