No. 6269

UNITED STATES OF AMERICA
and
GUINEA

Agricultural Commodities Agreement under the Agricultural Trade Development and Assistance Act, as amended (with exchange of notes). Signed at Conakry, on 2 February 1962

Official texts: English and French.

Registered by the United States of America on 2 August 1962.

ÉTATS-UNIS D'AMÉRIQUE
et
GUINÉE

Accord relatif aux produits agricoles conclu en vertu de la loi sur le développement des échanges commerciaux et de l'aide en produits agricoles telle qu'elle a été amendée (avec échange de notes). Signé à Conakry, le 2 février 1962

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 2 août 1962.

No. 6269. AGRICULTURAL COMMODITIES AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA UNDER THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED. SIGNED AT CONAKRY, ON 2 FEBRUARY 1962

The Government of the United States of America and the Government of the Republic of Guinea:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Guinea francs of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Guinea francs accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of surplus agricultural commodities to the Republic of Guinea pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

Article I

Sales for Guinea francs

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Guinea of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Guinea francs, to purchasers authorized by the Government

[1] Came into force on 2 February 1962, upon signature, in accordance with article VI.

of the Republic of Guinea, of the following agricultural commodities in the amounts indicated:

Commodity	*Export Market Value (millions)*
Wheat and/or wheat flour	$1.2
Milled rice	5.4
Ocean transportation (estimated)	.9
TOTAL	$7.5

2. Applications for purchase authorizations will be made within 90 calendar days after the effective date of this Agreement for $2.5 million worth of wheat and/or wheat flour and rice for United States fiscal year 1962. The quantities of wheat and/or wheat flour and rice to be provided in subsequent fiscal years will be determined after review by the two Governments on or about June 30, 1962 and 1963, taking into account such factors as changes in production of rice, consumption and stocks of wheat, wheat flour and rice and other related factors. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Guinea francs accruing from such sale and other relevant matters.

3. The two Governments agree that the issuance of purchase authorizations for commodities to be purchased and shipped during the United States fiscal years 1963 and 1964 shall be dependent upon determination by the Government of the United States of America that these commodities are in surplus supply and available under Title I of the Act at that time.

4. The financing, sale and delivery of commodities under this Agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

5. It is understood that the sale of wheat and/or wheat flour and rice under this Agreement is not intended to increase the availability of these or like commodities for export and is made on the condition that no export of such commodities will be made from the Republic of Guinea during the period that the commodities provided under this Agreement are being imported and utilized.

Article II

USES OF GUINEA FRANCS

The two Governments agree that the Guinea francs accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown :

A. For United States expenditures under subsections (*a*), (*b*), (*f*) and (*h*) through (*s*) of Section 104 of the Act, or under any of such subsections, twenty-four percent of the Guinea francs accruing pursuant to this Agreement.

B. For a loan to the Government of the Republic of Guinea under Section 104 (*g*) of the Act, seventy-six percent of the Guinea francs accruing pursuant to this Agreement, for financing such projects to promote balanced economic development, including projects not heretofore included in plans of the Government of the Republic of Guinea, as may be mutually agreed. In the event that agreement is not reached on the use of the Guinea francs for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the Guinea francs for any purposes authorized by Section 104 of the Act.

Article III

DEPOSITS OF GUINEA FRANCS

1. The amount of Guinea francs to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Guinea francs, as follows :

(*a*) At the selling rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of Guinea, or

(*b*) If more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Republic of Guinea.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of Guinea francs which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

Article IV

General Undertakings

1. The Government of the Republic of Guinea agrees that it will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) of the surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of surplus agricultural commodities pursuant to the Agreement will not displace usual marketings of the United States of America in these commodities, or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of Guinea agrees to furnish, upon request of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and information relating to exports of the same or like commodities.

Article V

Consultation

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.