No. 8224

UNITED STATES OF AMERICA
and
ETHIOPIA

Agricultural Commodities Agreement under Title IV of the Agricultural Trade Development and Assistance Act, as amended (with exchange of notes). Signed at Addis Ababa, on 17 August 1965

Official text: English.
Registered by the United States of America on 9 June 1966.

ÉTATS-UNIS D'AMÉRIQUE
et
ÉTHIOPIE

Accord relatif aux produits agricoles, conclu dans le cadre du titre IV de la loi tendant à développer et à favoriser le commerce agricole, telle qu'elle a été modifiée (avec échange de notes). Signé à Addis-Abéba, le 17 août 1965

Texte officiel anglais.
Enregistré par les États-Unis d'Amérique le 9 juin 1966.

No. 8224. AGRICULTURAL COMMODITIES AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL ETHIOPIAN GOVERNMENT UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED. SIGNED AT ADDIS ABABA, ON 17 AUGUST 1965

The Government of the United States of America and the Imperial Ethiopian Government :

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Ethiopia ;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world price of agricultural commodities or normal patterns of commercial trade with friendly countries ;

Recognizing further that by providing such commodities to Ethiopia under long-term supply and credit arrangements, the resources and manpower of Ethiopia can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use ;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Ethiopia pursuant to Title IV of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the " Act ") ;

Have agreed as follows :

Article I

Commodity sales provisions

1. Subject to the annual review for which provision is made in paragraph two, to issuance by the Government of the United States of America and acceptance by the Imperial Ethiopian Government of credit purchase

[1] Came into force on 17 August 1965, upon signature, in accordance with article V.

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, during those periods specified in the commodity table which appears below, or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Imperial Ethiopian Government, of the following :

Commodity	*Supply Period*	*Approximate Maximum Quantity*	*Maximum Export Market Value To Be Financed*
		(bales)	*(1,000)*
Cotton	United States Fiscal Year 1966	20,000	$2,640
Ocean transportation (estimated) . .			70
		Subtotal	$2,710
Cotton	United States Fiscal Year 1967	20,000	$2,640
Ocean transportation (estimated) . .			70
		Subtotal	$2,710
		TOTAL	$5,420

The total amount of financing provided in the credit purchase authorizations shall not exceed the above specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America may limit the amount of financing provided in the credit purchase authorizations as price declines or other marketing factors require, so that the quantities of commodities financed will not substantially exceed the approximate maximum quantities specified in the Agreement.

2. The two Governments will review annually supply and requirement factors and related matters, including normal patterns of trade with countries friendly to the United States of America, and agree upon any necessary adjustments of the approximate maximum quantities to be supplied and export market value to be financed for any period after United States fiscal year 1966.

3. Credit purchase authorizations will include provisions relating to sale and delivery and other relevant matters.

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, and delivery is unnecessary or undesirable.

Article II

CREDIT PROVISIONS

1. The Imperial Ethiopian Government will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in nineteen approximately equal annual payments, the first of which shall become due two years after the date of last delivery of commodities in such calendar year. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall begin on the date of the last delivery of commodities in such calendar year and be paid not later than the date on which the annual payments of principal become due. The interest shall be computed at the rate of one per cent per annum during the period from the date of last delivery of commodities in such calendar year and the due date of the first annual payment of principal and at two and one-half per cent per annum thereafter.

4. All payments shall be made in United States dollars and the Imperial Ethiopian Government shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the onboard date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.