No. 8405

UNITED STATES OF AMERICA
and
GHANA

Agricultural Commodities Agreement under Title I of the Agricultural Trade Development and Assistance Act, as amended (with exchange of notes). Signed at Accra, on 1 April 1966

Official text: English.

Registered by the United States of America on 21 November 1966.

ÉTATS-UNIS D'AMÉRIQUE
et
GHANA

Accord relatif aux produits agricoles, conclu dans le cadre du titre I de la loi tendant à développer et à favoriser le commerce agricole, telle qu'elle a été modifiée (avec échange de notes). Signé à Accra, le 1er avril 1966

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 21 novembre 1966.

No. 8405. AGRICULTURAL COMMODITIES AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GHANA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED. SIGNED AT ACCRA, ON 1 APRIL 1966

The Government of the United States of America and the Government of Ghana :

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 Ghana cedis of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Ghana cedis from such purchase will be utilized in a manner beneficial to both counties;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Ghana 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 GHANA CEDIS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Ghana of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales

[1] Came into force on 1 April 1966, upon signature, in accordance with article VI.

for Ghana cedis to purchasers authorized by the Government of Ghana, of the following agricultural commodities in the amounts indicated :

Commodity	*Export Market Value (Millions)*
Tobacco	$ .90
Wheat flour	2.00
Rice	2.70
Grain sorghums	.24
Yellow corn	.28
Edible vegetable oil	.14
Cotton	1.20
TOTAL	$7.46

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Ghana cedis accruing from such sales, and other relevant matters.

The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of ocean freight charges for transportation of commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Ghana. The Government of Ghana will not be required to deposit cedis for ocean transportation financed by the Government of the United States of America.

Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessel for loading, the Government of Ghana will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

3. 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.

Article II

USES OF GHANA CEDIS

The Ghana cedis 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 proportions shown :

A. For United States expenditures under subsections (*a*), (*b*), (*c*), (*d*), (*f*) and (*h*) through (*t*) of Section 104 of the Act, or under any of such subsections, 25 percent of the Ghana cedis accruing pursuant to this agreement.

B. For a loan to the Government of Ghana under Section 104 (*g*) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Ghana, as may be mutually agreed, 75 percent of the Ghana cedis accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Ghana cedis for loan purposes under Section 104 (*g*) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Ghana cedis for any purposes authorised by Section 104 of the Act.

Article III

DEPOSIT OF GHANA CEDIS

1. The Government of Ghana will deposit to the account of the Government of the United States of America an amount of Ghana cedis equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Ghana cedis at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(*a*) If a unitary exchange rate system is maintained by the Government of Ghana, the applicable rate will be the rate at which the central monetary authority of Ghana or its authorized agent sells foreign exchange for Ghana cedis.

(*b*) If a unitary exchange rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of Ghana.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Ghana cedis which become due under this agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the