No. 8409

UNITED STATES OF AMERICA
and
GUINEA

Agricultural Commodities Agreement under Title I of the Agricultural Trade Development and Assistance Act, as amended (with exchange of notes). Signed at Conakry, on 4 February 1966

Official texts: English and French.

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

ÉTATS-UNIS D'AMÉRIQUE
et
GUINÉE

Accord relatif aux produits agricoles, conclu en vertu du titre I 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 4 février 1966

Textes officiels anglais et français.

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

No. 8409. AGRICULTURAL COMMODITIES AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED. SIGNED AT CONAKRY, ON 4 FEBRUARY 1966

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

Considering that the Guinean francs accruing from such purchases 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 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 Guinean 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 the specified commodities under the Act at the time of exportation, the Government of the United States of America

[1] Came into force on 4 February 1966, upon signature, in accordance with article VI.

undertakes to finance the sales for Guinean francs, to purchasers authorized by the Government of the Republic of Guinea, of the following agricultural commodity in the amount indicated :

Commodity	*Export Market Value (Millions)*
Rice	$2.38

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 Guinean francs accruing from such sale, and other relevant matters.

3. 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 cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Guinea. The Government of Guinea will not be required to deposit francs 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 Guinea will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in the United States flag vessels.

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.

Article II

USES OF GUINEAN FRANCS

The Guinean 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 shall determine, for the following purposes, in the proportions shown.

A. For United States expenditures under subsections (*a*), (*b*), (*d*), (*f*) and (*h*) through (*t*) of Section 104 of the Act, or under any of such subsections, 20 percent of the Guinean francs accruing pursuant to this Agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104 (*e*) of the Act and for administrative expenses of AID in Guinea incident thereto, 5 percent of the Guinean francs accruing pursuant to this agreement. It is understood that :

(1) Such loans under Section 104 (*e*) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Guinea for business development and trade expansion in Guinea and to United States firms and Guinean firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the Republic of Guinea acting through the Bank of the Republic of Guinea (hereinafter referred to as the Bank). The Governor of the Bank, or his designate, will act for the Government of the Republic of Guinea, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Bank of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Bank and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Republic of Guinea on comparable loans, provided such rate is not lower than the cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Bank will indicate to AID whether or not the Bank has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Bank, it shall be

understood that the Bank has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Bank.

(6) In the event the Guinea francs set aside for loans under Section 104(*e*) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Bank, the Government of the United States of America may use the Guinea francs for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Republic of Guinea 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 the Republic of Guinea, as may be mutually agreed, 75 percent of the Guinean francs 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 Guinean francs 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 Guinean francs for any purpose authorized by Section 104 of the Act.

Article III

DEPOSIT OF GUINEAN FRANCS

1. The Government of Guinea will deposit to the account of the Government of the United States of America an amount of Guinean francs equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Guinean francs 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 the Republic of Guinea, the applicable rate will be the rate at which the central monetary authority of Guinea, or its authorized agent, sells foreign exchange for Guinean francs.

(*b*) If a unitary 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 the Republic of Guinea.

2. The Government of the United States shall determine which of its funds shall be used to pay any refunds of Guinean francs which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years