

No. 9616

**UNITED STATES OF AMERICA
and
MOROCCO**

**Exchange of notes constituting an agreement relating to
agricultural commodities (with related notes). Rabat,
12 August 1966**

**Exchange of notes constituting an agreement amending the
above-mentioned agreement. Rabat, 25 October 1966**

Authentic texts : English and French.

Registered by the United States of America on 10 June 1966.

**ÉTATS-UNIS D'AMÉRIQUE
et
MAROC**

**Échange de notes constituant un accord relatif aux produits
agricoles (avec notes connexes). Rabat, 12 août 1966**

**Échange de notes constituant un accord amendant l'Accord
susmentionné. Rabat, 25 octobre 1966**

Textes authentiques : anglais et français.

Enregistrés par les États-Unis d'Amérique le 10 juin 1966.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND MOROCCO RELATING TO AGRICULTURAL COMMODITIES

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE MAROC RELATIF AUX PRODUITS AGRICOLES

I

The American Ambassador to the Moroccan Minister of Foreign Affairs

L'Ambassadeur des États-Unis d'Amérique au Ministre des Affaires Étrangères du Maroc

No. 90

Rabat, August 12, 1966

Excellency,

I have the honor to confirm, on behalf of the Government of the United States of America, that representatives of our two Governments have reached an agreement which reads as follows :

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT AS AMENDED

The Government of the United States of America and the Government of the Kingdom of Morocco :

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

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 prices of agricultural commodities or normal patterns of commercial trade :

Recognizing further that by providing such commodities to Morocco under long-term supply and credit arrangements, the resources and manpower of Morocco can be utilized more effectively for economic development without jeopardizing meanwhile the 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 Morocco pursuant to Title IV of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act) :

Have agreed as follows :

¹ Came into force on 12 August 1966 by the exchange of the said notes.

¹ Entré en vigueur le 12 août 1966 par l'échange desdites notes.

Article I

COMMODITY SALES PROVISIONS

1. Subject to issuances by the Government of the United States of America and acceptance by the Government of the Kingdom of Morocco of credit 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, during the periods specified 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 Government of Morocco, of the following commodities :

<i>Commodity</i>	<i>Supply Period</i>	<i>Approximate Maximum Quantity</i>	<i>Maximum Export Mar- ket Value to be financed</i>
Wheat and/or wheat flour	United States Fiscal Year 1967	50,000 Metric Tons . .	\$3,234,000
Cotton, upland	Calendar Year 1966	8,800 Bales	1,188,000
Ocean transportation (estimated)			244,000
TOTAL			\$4,666,000

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 may require, so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Applications for credit purchase authorizations will be made promptly after the effective date of this Agreement. Purchase authorizations will include provisions relating to the sale and delivery of the commodities and other relevant matters.

3. The financing, sale, and delivery of commodities hereunder 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 Government of the Kingdom of Morocco 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 amount of the principal due for commodities delivered in each calendar year under this Agreement, including the applicable related ocean transportation costs, shall be paid in 19 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 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 annually beginning one year from date of last delivery of commodities in such calendar year. The interest shall be computed at the rate of one per cent per annum during the period from the date of the last delivery of commodities in such calendar year to the due date of the first annual payment of principal and at 2½ per cent per annum thereafter.

4. All payments shall be made in United States dollars and the Government of the Kingdom of Morocco 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 on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

Article III

GENERAL PROVISIONS

1. The Government of the Kingdom of Morocco will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement (unless such resale, transshipment or other use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales and purchases of 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 of countries friendly to the United States of America.

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 Kingdom of Morocco will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of the commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

Article IV

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.

I have the honor to propose that this note and Your Excellency's reply confirming the foregoing in behalf of the Government of the Kingdom of Morocco shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Henry J. TASCA

His Excellency the Minister of Foreign Affairs
Rabat

[TRADUCTION — TRANSLATION]

N° 90

Rabat, le 12 août 1966

Monsieur le Ministre,

[*Voir note II*]

Veuillez agréer, etc.

Henry J. TASCA

S. E. M. le Ministre des affaires étrangères
Rabat