No. 9683

UNITED STATES OF AMERICA
and
CONGO (DEMOCRATIC REPUBLIC OF THE)

Agricultural Commodities Agreement under Title IV of the Agricultural Trade Development and Assistance Act, as amended (with exchange of notes). Signed at Kinshasa on 3 October 1966

Authentic texts: English and French.

Registered by the United States of America on 2 July 1969.

ÉTATS-UNIS D'AMÉRIQUE
et
CONGO (RÉPUBLIQUE DÉMOCRATIQUE DU)

Accord sur la fourniture de produits agricoles sous le titre IV de la loi sur le développement du commerce et de l'aide en produits agricoles, telle que modifiée (avec échange de notes). Signé à Kinshasa le 3 octobre 1966

Textes authentiques: anglais et français.

Enregistré par les États-Unis d'Amérique le 2 juillet 1969.

AGRICULTURAL COMMODITIES AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO 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 Democratic Republic of the Congo:

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 the Democratic Republic of the Congo;

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 these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade;

Recognizing further that by providing such commodities to the Democratic Republic of the Congo under long-term supply and credit arrangements, the resources and manpower of the Democratic Republic of the Congo 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 the Democratic Republic of the Congo 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 issuance by the Government of the United States of America and acceptance by the Government of the Democratic Republic of the Congo of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of

[1] Came into force on 3 October 1966 by signature, in accordance with article V.

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 the Democratic Republic of the Congo, of the following commodities:

Commodity	*Supply Period*	*Approximate Maximum Quantity (Metric Tons)*	*Maximum Export Market Value to be Financed (1,000)*
Corn	FY 1967	11,000	$ 847
Wheat flour		22,000	1,950
Rice		15,000	2,315
Tobacco, Unman		2,442	3,230
Ocean transportation (estimated)			831
		TOTAL	$ 9,173

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 Democratic Republic of the Congo 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 annual payments, the first of which shall become due two years after the date of last delivery of commodities in any calendar year. The first annual payment of principal shall be $ 100,000. The balance of such principal amount due shall be paid in 18 approximately equal annual installments due on the anniversary date of the first annual payment. 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 last delivery of commodities in such calendar year and be paid annually beginning one year after such date of last delivery, but not later than the date on which the annual payment of principal becomes due. The interest shall be computed at the rate of 1 percent per annum during the period from the date of last delivery in each calendar year until the due date of the first annual payment of principal for deliveries in each calendar year and at the rate of 2 ½ percent per annum thereafter.

4. All payments shall be made in United States dollars and the Government of the Democratic Republic of the Congo 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 facilititate 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 Democratic Republic of the Congo 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 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