

DAHOMÉY (BENIN)

Economic, Technical and Related Assistance Agreement effected by exchange of notes

Signed at Cotonou May 27, 1961;

Entered into force May 27, 1961.

The American Ambassador to the President of the Republic of Dahomey

COTONOU, May 27, 1961

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of Dahomey economic, technical and related assistance in accordance with the understandings set forth below:

1. The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of Dahomey and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of Dahomey. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.
2. The Government of Dahomey will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will provide the Government of the United States of America with full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of Dahomey full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of Dahomey will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Dahomey; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.
3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of Dahomey from the import or sale of such commodities or services, the Government of Dahomey,

except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a Special Account in the Banque Centrale des Etats de l'Afrique de l'Ouest (Central Bank of West African States); will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of Dahomey may draw upon any remaining balances in the Special Account for such purposes beneficial to Dahomey as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of Dahomey shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of Dahomey will receive a special mission and its personnel, which will discharge the responsibilities of the Government of the United States of America hereunder; upon appropriate notification by the Government of the United States of America will consider this special mission and its personnel as part of the diplomatic mission of the United States of America in Dahomey for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel of comparable rank; and will give full cooperation to the special mission, and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof.

5. In order to assure the maximum benefits to the people from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment or funds introduced into or acquired in Dahomey by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in Dahomey, and the import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in Dahomey.

(b) All personnel, except citizens and permanent residents of Dahomey, whether employees of the Government of the United States of America, or its Agencies or individuals under contract with, or employees of public or private organizations under contract with the Government of the United States of America or the Government of Dahomey, or any agencies of either the Government of the United States of America or the Government of Dahomey who are present in Dahomey to perform work in connection herewith and whose entrance into the country has been approved by the Government of Dahomey, shall be exempt from income and social security taxes levied under the laws of Dahomey with respect to income upon which they are obligated to pay income or social security taxes to any other Government and from taxes on the purchase, ownership, use

or disposition of personal movable property (including automobiles) intended for their own use. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into Dahomey for their own use, and with respect to other duties and fees, as is accorded by the Government of Dahomey to diplomatic personnel of the Embassy of the United States of America in Dahomey.

(c) Funds introduced into Dahomey for purposes of furnishing assistance hereunder shall be convertible into currency of Dahomey at the rate providing the largest number of units of such currency per United States dollar, which, at the time the conversion is made, is not unlawful in Dahomey.

6. The Government of the United States of America and the Government of Dahomey will establish procedures whereby the Government of Dahomey will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government when the Government of Dahomey is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder.

7. All or any part of the program of assistance provided herein may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of Dahomey, the present note and Your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on May 27, 1961, and which shall remain in force until thirty days after the receipt of either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

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

R. BORDEN REAMS

His Excellency
HUBERT MAGA,
President of the Republic of Dahomey,
Porto Novo.

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13 UST 347; TIAS 4989; 455 UNTS 23