

SENEGAL

Economic, Financial, Technical and Related Assistance

Agreement signed at Washington May 13, 1961;

Entered into force May 13, 1961.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL RELATING TO ECONOMIC, FINANCIAL, TECHNICAL AND RELATED ASSISTANCE

The Government of the United States of America, represented by Henry R. Labouisse, Director of the International Cooperation Administration, on the one hand;

and

The Government of the Republic of Senegal, represented by His Excellency Karim Gaye, Minister of Planning, Development and Technical Cooperation, on the other hand, have agreed as follows:

ARTICLE 1

The Government of the United States of America will contribute to the carrying out of the Development Plans and Programs of the Republic of Senegal by furnishing such economic, financial, technical and related assistance as may be requested by the Government of Senegal or its representatives, and approved by the Government of the United States or representatives of the agency designated by the Government of the United States.

The terms, conditions, and amounts of the assistance granted in accordance with United States laws and regulations governing the furnishing of such assistance shall be the subject of conventions or agreements between the two Governments or their above-mentioned representatives.

ARTICLE 2

The Government of the Republic of Senegal will make the full contribution permitted by its resources and its economy, in furtherance of the purposes pursued hereunder.

It will take appropriate steps to ensure the effective use of such assistance made available by the Government of the United States. The two Governments will take every appropriate step to ensure that procurement and services will be on advantageous terms and at advantageous prices.

The Government of the Republic of Senegal will give representatives of the Government of the United States every facility to observe and review the programs and operations hereunder and to consult records pertaining thereto.

The Government of the Republic of Senegal will provide the Government of the United States with whatever information it may need to determine the nature and scope of the operations planned or carried out and to evaluate the results; it will give the people of Senegal full publicity concerning programs carried out hereunder.

With respect to technical assistance, the Government of the Republic of Senegal will contribute a fair amount, fixed by mutual agreement, to the carrying out of the programs of technical assistance provided for herein.

It will ensure full coordination of the technical programs carried out in Senegal; it will cooperate with other nations participating in such programs through the mutual exchange of technical information.

ARTICLE 3

In any case where commodities are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Republic of Senegal from the importation or sale of such commodities, the latter will open, in its own name, a special account in the Banque S,n,galaise du D,veloppement (Senegalese Development Bank); and except as may otherwise be agreed upon by the representatives referred to in Article 1, it will deposit in this account without delay, the amount in local currency equivalent to such proceeds.

It will use the amounts deposited in this special account to carry out operations determined periodically in conjunction with the representatives of the Government of the United States within the framework of the objectives referred to in Article 1.

Upon notification by the Government of the United States of its local currency requirements to defray the local administrative expenses necessitated by the execution of the programs referred to in this Agreement, the Government of the Republic of Senegal will make available to the Government of the United States out of any balance in the special account the necessary sums, up to a maximum percentage of 10 per cent of the total amount deposited in the account.

In the event the contemplated objectives are achieved or the assistance agreement is terminated, the unencumbered balances remaining in the special account on that date shall be used pursuant to the provisions of an agreement concluded between the authorized representatives of both parties.

ARTICLE 4

The Government of the Republic of Senegal agrees, after consultation, to the establishment of a special mission responsible for discharging the responsibilities devolving upon the Government of the United States under this agreement.

The Government of the Republic of Senegal agrees to facilitate for the members of that mission the carrying out, under the most favorable conditions possible, of their functions under this Agreement.

It will grant the mission and its personnel the privileges and immunities accorded the United Nations permanent technical cooperation missions under the United Nations conventions on this subject.

ARTICLE 5

Supplies, materials and equipment financed by the Government of the United States and imported by the Government of the Republic of Senegal for the purpose of carrying out the operations envisaged by the present Agreement shall not be subject to collection of customs duties and taxes. Supplies and materials imported for carrying out operations (and not incorporated into projects) shall be granted the benefit of temporary admission under the laws of Senegal.

The Government of the Republic of Senegal undertakes, whenever necessary to ensure the success of a project, to grant authorizations for the importation of materials and commodities and the acquisition of necessary foreign currency, in accordance with the procedures in force in Senegal.

The personnel who will participate in the execution of the work envisaged in the present Agreement and whose entry into Senegal has been approved by the Government of the Republic of Senegal shall be exempt from income and Social Security taxes if they are required by other States to pay such income or Social Security taxes.

Personal effects, equipment, and supplies imported into Senegal for the personal use of such personnel shall be granted temporary admission under the laws of Senegal. Such exemptions shall apply neither to Senegalese nationals participating in carrying out these operations nor to natural or juridical persons domiciled in Senegal.

All funds introduced into Senegal for the purposes of the present Agreement shall be convertible into Senegalese currency at the current legal rate. If there are several legal rates, the one which yields the largest number of units of Senegalese currency per United States dollar shall be applied.

ARTICLE 6

The Government of the United States and the Government of the Republic of Senegal will establish adequate procedures to guarantee the funds allocated to or derived from any assistance program envisaged in the present Agreement against garnishment, attachment, seizure or other legal process that would interfere with the attainment of the objectives of the program of assistance hereunder.

They undertake to adopt the necessary measures to carry out the procedures thus established, without however exempting from their customary civil or criminal liability any persons, companies or agencies whatsoever.

ARTICLE 7

All or any part of the program of assistance provided herein may be terminated by either Government, taking into consideration the mutual desire of both Governments to complete the operations progress.

IN WITNESS WHEREOF, the respective representatives of the two Governments, duly authorized for the purpose, have signed the present Agreement.

DONE at Washington, in duplicate, in the English and French languages, both texts authentic, this 13th day of May 1961.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HENRY R. LABOUISSSE

FOR THE GOVERNMENT OF THE REPUBLIC OF SENEGAL:

KARIM GAYE

Signed at Washington May 13, 1961;
entered into force May 13, 1961.
12 UST 566; TIAS 4754; 409 UNTS 231.