

EXECUTIVE AGREEMENT SERIES 411

CONSTRUCTION OF A PORT
AND PORT WORKS

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AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND LIBERIA

Signed at Monrovia December 31, 1943

AND
EXCHANGE OF NOTES



UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1944

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WHEREAS, an Agreement between the Governments of the United States of America and the Republic of Liberia on the principles applying to mutual aid in their common defense was negotiated under the authority of and in conformity with the Act of the Congress of the United States of America approved March 11, 1941,^[1] and was signed on June 8, 1943; ^[2] and

WHEREAS, the Government of the Republic of Liberia has requested the Government of the United States of America to make funds available for the construction of a port and port works at a mutually agreed-upon site on the coast of the Republic of Liberia;

The undersigned, being duly authorized by their respective Governments, have agreed as follows:

ARTICLE 1

The Government of the United States of America will make available to the Government of the Republic of Liberia under the terms of the Mutual Aid Agreement of June 8, 1943, such funds as may be allotted by the administrative agency of the Government of the United States of America which is or may be authorized and empowered to administer the provisions of the Act of the Congress of the United States of America approved March 11, 1941, in the form of a credit under conditions to be determined by such administrative agency, for the surveying of the estuary of the St. Paul River and such other sites in the vicinity of Monrovia and Marshall as may be necessary for the satisfactory location of the port, and for the construction of a port and port works and access roads at the estuary of the St. Paul River or at such other site in the vicinity of Monrovia or Marshall as may be mutually preferred by the Government of the United States of America and the Government of the Republic of Liberia.

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ARTICLE 2

The Government of the Republic of Liberia will enter into a contract with an American company, duly incorporated in the United States of America and approved by the Government of the United States of America for the effectuation of the necessary survey, or

¹ [55 Stat. 31.]

² [Executive Agreement Series 324; 57 Stat. 978.]

surveys, and the construction of the port and port works and access roads, which American company, upon preparing its plans and estimates, shall submit said plans and estimates to the Government of the United States of America and to the Government of the Republic of Liberia for approval.

ARTICLE 3

The Government of the Republic of Liberia agrees to the establishment of the port as a free port, or foreign trade zone, to be operated for the mutual benefit of the United States of America and the Republic of Liberia and all nations with which the United States of America and the Republic of Liberia maintain friendly relations, under such conditions and by such means as may be henceforth provided. The Government of the Republic of Liberia undertakes to make available, without cost, to the operating company provided for in Article 5 such land and rights in land as may be necessary for the construction of the free port and such land and rights in land contiguous to the port site as may be necessary for the efficient operation, maintenance and protection of the free port.

ARTICLE 4

Upon approval of the plans and estimates, as prescribed in Article 2, the contracting company shall, with the assent of the administrative agency of the Government of the United States of America which is or may be authorized and empowered to administer the provisions of the Act of the Congress of the United States of America approved March 11, 1941, proceed with the construction of the port and port works and access roads as soon as practicable, under the direction of American engineers.

ARTICLE 5

Prior to the construction of the port and port works and access roads, a contract shall be entered into between the Government of the Republic of Liberia and an American company, duly incorporated in the United States of America or in the Republic of Liberia and approved by the Government of the United States of America, for the operation of the port during the full period of amortization, as shall be hereinafter provided, commencing from the date of completion of the port and port works and access roads or from such earlier date as the port is able to begin receiving ships and cargo. The said contract shall provide for adequate and equitable representation by the Government of the Republic of Liberia on any Board of Directors or Port Authority which may be set up for the operation of the port.

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Administrat

Provision shall be made in the aforesaid contract for the payment, from revenues of the port, of the administrative and other costs of operating the port and for annual payments in amortization of the funds made available by the Government of the United States of America for the construction of the port and port works and access roads, excluding any installations which may be constructed under Article 7 of this Agreement. Such annual payments shall be paid by the operating company to the Government of the Republic of Liberia for transmission to the Government of the United States of America and shall be computed on the basis of such agreed percentage of the net revenues of the port as may be specified in the aforesaid contract. The aforesaid contract shall also provide for such increases in the percentage of amortization payments as may be subsequently determined upon from time to time by the operating company and the Government of the Republic of Liberia, subject to the approval of the Government of the United States of America.

payments of debt

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In the event of reasonable complaint by the Government of the Republic of Liberia upon due cause shown, regarding improper or inefficient performance in the operation of the port on the part of the operating company, the Government of the United States of America undertakes to receive and afford full consideration to such complaint, and reserves the right, in agreement with the Government of the Republic of Liberia, to withdraw its approval of the said contract on giving one year's notice to the operating company and to authorize transference of operating control to such other American company as may be agreed upon between the Government of the United States of America and the Government of the Republic of Liberia.

ARTICLE 6

When amortization of the cost of the port, port works and access roads shall have been fully completed, operating control and ownership of all installations constructed from funds made available by the Government of the United States of America under the Mutual Aid Agreement of June 8, 1943, shall pass to the Government of the Republic of Liberia. If, however, any such installations as are provided for in Article 7 of this Agreement have been actually completed or undertaken by the Government of the United States of America at the time of such full amortization, the Government of the United States of America and the Government of the Republic of Liberia agree to consider jointly the future terms and manner of operation of the port under the control of a Port Authority which shall be constituted in a form mutually satisfactory to the two Governments and which shall operate in consonance with the stipulations of Article 7 of this Agreement.

payments submitted

finally

The Department of State has advised that the Department to act as a guaranty for the port debt.

ARTICLE 7

*Right
granted ✓*

The Government of the Republic of Liberia, upon request, will grant to the Government of the United States of America the right to establish, use, maintain, improve, supplement, guard and control, in part or in their entirety, at the expense of the Government of the United States of America, such naval, air and military facilities and installations at the site of the port, and in the general vicinity thereof, as may be desired by the Government of the United States of America for the protection of the strategic interests of the United States of America in the South Atlantic.

The Government of the United States of America undertakes to respect, in the future as in the past, the territorial integrity, sovereignty, and political independence of the Republic of Liberia.

ARTICLE 8

*Presumably
tax exempt*

The Government of the United States of America shall be exempt from the payment of Liberian taxes of any kind in connection with the construction, operation or maintenance of its naval, air and military facilities and installations under this Agreement.

ARTICLE 9

This Agreement shall take effect on the date of signature.

Signed and sealed in Monrovia in duplicate this thirty-first day of December 1943.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA :

[SEAL] LESTER A WALTON
*Envoy Extraordinary and Minister
Plenipotentiary of the United
States of America in Monrovia*

FOR THE GOVERNMENT OF THE REPUBLIC OF LIBERIA :

[SEAL] C. L. SIMPSON
*Secretary of State
of the Republic of Liberia*

The American Minister to the Liberian Secretary of State

LEGATION OF THE
UNITED STATES OF AMERICA

No. 431

Monrovia, Liberia, February 23, 1944

EXCELLENCY :

The Department has now been advised that in order for the Navy Department to act as procurement agency for the projected port devel-

opment, it will be necessary for the Navy to be a party to the contract.

Please be good enough to inform me whether the Liberian Government will have any objection to signing a three party construction contract between the Liberian Government, the Navy Department, and the contractor.

If the Liberian Government's reply is favorable, a draft of a new contract will be forwarded for consideration by the Liberian Government.

In this connection, an exchange of notes between the Liberian Government and the Legation in the foregoing sense would be regarded by the Department as a satisfactory amendment to the Port Agreement.

Please accept, Excellency, the renewed assurance of my high consideration.

LESTER A WALTON
American Minister

His Excellency
GABRIEL L. DENNIS,
*Secretary of State, R.L.,
Monrovia*

The Liberian Secretary of State to the American Minister

DEPARTMENT OF STATE
MONROVIA, LIBERIA.
29th February, 1944

175/D.F.

MR. MINISTER,

With reference to your letter No. 431 I have the honour to advise that the Liberian Government will have no objections to signing a Three Party Construction Contract between the Liberian Government, the Navy Department, and the Contractor for the proposed Port Works.

In closing, I would like to intimate that it is desired that the proposed Port Works commence as early as possible as it would be advantageous to start work during the Dry Season.

Be pleased to accept, Mr. Minister, the renewed assurance of my high consideration.

GABRIEL L. DENNIS
Secretary of State.

His Excellency LESTER A. WALTON
*American Minister Plenipotentiary
and Envoy Extraordinary
American Legation,
Monrovia*

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LIBERIA

PORT OF MONROVIA

Transfer of Title to Liberia

Agreement Between the
UNITED STATES OF AMERICA
and LIBERIA

Effected by Exchange of Notes
Signed at Monrovia April 13 and 14, 1964



program currency of the Republic of Liberia in amounts equal to the payments received by the Government of the United States pursuant to the present agreement, subject to the availability of appropriations when required by the laws of the United States of America.

If the foregoing provisions are acceptable to the Government of Liberia, I have the honor to propose that this note, together with your Excellency's reply to that effect, shall constitute an agreement which shall enter into force on the date of that reply.

Accept, Excellency, the assurances of my highest consideration.

CHARLES E. RHETTS

His Excellency

J. RUDOLPH GRIMES,

Secretary of State of the Republic of Liberia.

SCHEDULE

	(Dollars)
1963	75,000
1964	150,000
1965	150,000
1966	187,500
1967	187,500
1968	225,000
1969	225,000
1970/77	375,000 annually
1978/79	560,000 annually
1980/98	675,000 annually
1999	777,682.39

The Secretary of State of Liberia to the American Ambassador

DEPARTMENT OF STATE

MONROVIA, LIBERIA

April 14, 1964

5421/DF

MR. AMBASSADOR:

I have the honour to acknowledge receipt of your letter No. 14, dated April 13, 1964, in regard to the recent discussions between representatives of the Government of the Republic of Liberia and the Government of the United States of America relating to the Port of Monrovia and the Agreement between the two Governments which was signed at Monrovia on December 31, 1943, and which letter reads word for word as follows:

TIAS 5583

"I have the honor to refer to the recent discussions between representatives of the Government of the United States of America and the Government of the Republic of Liberia relating to the Port of Monrovia and the Agreement between our two governments signed at Monrovia on December 31, 1943.

"In accordance with the recent discussions, I have the honor to propose that the Agreement of December 31, 1943, shall no longer be in effect; that the Government of the United States will transfer to the Republic of Liberia full title to the Port and any and all rights heretofore possessed by the United States in and with respect to the Port of Monrovia; that the Republic of Liberia will pay to the Government of the United States the sum of \$18,922,682.39, the outstanding balance of the Lend-Lease financed construction cost of the Port of Monrovia, in accordance with the schedule of payments annexed hereto and, in any event, will complete such payments on or before January 1, 1999; and that the Government of the United States will, with the consent and approval of the Government of Liberia, surrender any and all rights and be relieved of any obligations it may have in or with respect to the Monrovia Port Management contract dated July 26, 1948, between the Government of the Republic of Liberia and the Monrovia Port Management Company, Ltd.

"I have the honor to propose further that the Government of the United States and the Government of the Republic of Liberia conclude an agreement for financing programs of educational and cultural exchange. The Government of the United States will make available to carry out the purposes of this educational and cultural program currency of the Republic of Liberia in amounts equal to the payments received by the Government of the United States pursuant to the present agreement, subject to the availability of appropriations when required by the laws of the United States of America."

The Liberian Government accepts the undertakings in your letter under reply and understands that upon receipt of this letter, your letter and this letter will constitute the Agreement between the Liberian Government and the Government of the United States of America.

Please accept, Mr. Ambassador, the assurance of my high consideration and esteem.

J RUDOLPH GRIMES

J. Rudolph Grimes
Secretary of State

His Excellency CHARLES E. RHETTS
*Ambassador Extraordinary & Plenipotentiary
Embassy of the United States of America
Monrovia - Liberia*

TIAS 5583