

# CONSTRUCTION OF PORT AND PORT WORKS

*Agreement signed at Monrovia December 31, 1943*

*Entered into force December 31, 1943*

*Amended by agreement of February 23 and 29, 1944*<sup>1</sup>

*Supplemented by agreement of July 24 and 26, 1948*<sup>2</sup>

*Terminated by agreement of April 13 and 14, 1964*<sup>3</sup>

58 Stat. 1357; Executive Agreement Series 411

## AGREEMENT

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,<sup>4</sup> and was signed on June 8, 1943;<sup>5</sup> 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

<sup>1</sup> EAS 411, *post*, p. 639.

<sup>2</sup> 2 UST 1202; TIAS 2267.

<sup>3</sup> 15 UST 641; TIAS 5583

<sup>4</sup> 55 Stat. 31.

<sup>5</sup> EAS 324, *ante*, p. 630.

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.

#### 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 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<sup>6</sup>

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

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<sup>6</sup> For an agreement supplementing art. 3, see exchange of notes at Monrovia July 24 and 26, 1948 (2 UST 1202; TIAS 2267).

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.

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.

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.

#### ARTICLE 7

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

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:

LESTER A. WALTON [SEAL]

*Envoy Extraordinary and Minister*

*Plenipotentiary of the United*

*States of America in Monrovia*

For the Government of the Republic of Liberia:

C. L. SIMPSON [SEAL]

*Secretary of State*

*of the Republic of Liberia*