

No. 2048

**UNITED STATES OF AMERICA
and
JORDAN**

**Agreement for economic assistance pursuant to the General
Agreement for technical co-operation. Signed at
Amman, on 20 December 1951**

Official texts: English and Arabic.

Registered by the United States of America on 14 January 1953.

**ÉTATS-UNIS D'AMÉRIQUE
et
JORDANIE**

**Accord d'aide économique conclu en application de l'Accord
général de coopération technique. Signé à Amman,
le 20 décembre 1951**

Textes officiels anglais et arabe.

Enregistré par les États-Unis d'Amérique le 14 janvier 1953.

No. 2048. AGREEMENT¹ FOR ECONOMIC ASSISTANCE BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF THE JORDAN PURSUANT TO THE GENERAL AGREEMENT² FOR TECHNICAL CO-OPERATION. SIGNED AT AMMAN, ON 20 DECEMBER 1951

CONSIDERING :

That economic assistance will materially implement the cooperative program of technical assistance for economic development which the Government of the United States of America and the Government of the Hashemite Kingdom of the Jordan have agreed to undertake pursuant to the General Agreement for Technical Cooperation between the Government of the United States of America and the Hashemite Kingdom of the Jordan, signed at Amman on the 27th day of February, 1951.²

The Government of the United States of America and the Government of the Hashemite Kingdom of the Jordan have agreed as follows :

Article 1

The Government of the United States of America, acting under the authority of the Mutual Security Act of 1951 (Public Law One Hundred Sixty Five, Eighty-first Congress of the United States) :³ The Act for International Development (22 United States Code 1557) : and the Economic Cooperation Act of 1948, as amended (22 United States Code 1501) : and acts amendatory and supplementary thereto; and the arrangement provided in the General Agreement for Technical Cooperation, will furnish to the Government of the Hashemite Kingdom of the Jordan such commodities and services as may be requested by the Government of the Hashemite Kingdom of the Jordan and agreed to by the Government of the United States of America.

Article 2

The Government of the Hashemite Kingdom of the Jordan shall establish a special account in The Arab Bank in Amman in the name of the Government

¹ Came into force on 20 December 1951, as from the date of signature, in accordance with article 9.

² United Nations, *Treaty Series*, Vol. 141, p. 55.

³ United States of America : 65 Stat. 373.

of the Hashemite Kingdom of the Jordan, which account is hereinafter called the " Local Currency Account, " and the Government of the Hashemite Kingdom of the Jordan will make deposits in local currency to this account as follows :

(a) The local currency accruing to the Government of the Hashemite Kingdom of the Jordan from the sale of commodities or services supplied under this agreement, or otherwise accruing to said Government as a result of the import of such commodities or services, but not in excess of an amount commensurate with the dollar cost to the Government of the United States of America of such commodities or services, shall be deposited upon receipt of such local currency.

(b) If the amount deposited under subparagraph (a) does not equal an amount of local currency commensurate with the dollar value indicated by the Government of the United States of America in the notifications of the commodities and services made available under this Agreement, the Government of the Hashemite Kingdom of the Jordan shall deposit such additional amounts of local currency as may be required to make the total deposits in such Local Currency Account equal to such commensurate value of the commodities and services furnished under this Agreement. The rate of exchange to be used for the purpose of computing the commensurate value shall be the par value of the currency of the Hashemite Kingdom of the Jordan agreed at such time with the international monetary fund provided that this agreed par value is the single rate applicable to the purchase of dollars for imports into the Hashemite Kingdom of the Jordan. If no such par value has been agreed, the rate shall be that rate of exchange of the Dinar (including the amount of any exchange tax or surcharge on the value of any exchange certificate) lawfully applicable to imports into the Hashemite Kingdom of the Jordan at the time of each deposit provided that, if different rates are applicable to different categories of imports, the rate used for this purpose shall be mutually agreed between the parties to this Agreement. The Government of the Hashemite Kingdom of the Jordan may at any time make advance deposits into the Local Currency Account which shall be applied against any subsequent obligation to make deposits pursuant to this paragraph.

(c) The Government of the United States of America will from time to time notify the Government of the Hashemite Kingdom of the Jordan of its local currency requirements for expenditure for materials which are required by the United States of America, for administrative and operating expenditures in Jordan Dinars incident to the furnishing of economic and technical assistance under the General Agreement for Technical Assistance and this Agreement, or for other local currency requirements of the Government of the United States. The Government of the Hashemite Kingdom of the Jordan will thereupon make such sums available, which shall in any event amount to at least five percent of the amounts deposited, out of any balances in the Local Currency Account in the manner requested by the Government of the United States of America in the notification.

(d) The Government of the Hashemite Kingdom of the Jordan may draw upon any remaining balance in the Local Currency Account for such purposes beneficial to the Country of Jordan and related to the objectives of the General Agreement for Technical Cooperation as may be agreed to from time to time by the Government of the United States of America and the Government of the Hashemite Kingdom of the Jordan.

Article 3

In order to assure maximum benefits to the people of the Hashemite Kingdom of the Jordan from the assistance to be furnished hereunder by the Government of the United States of America, the Government of the Hashemite Kingdom of the Jordan shall use its best endeavours :

(a) To assure efficient and practicable use of all resources available and to assure that the commodities and services obtained under this agreement are used for purposes consistent with the purposes of the Technical Cooperation Program:

(b) To promote the economic development of the Hashemite Kingdom of the Jordan on a sound basis and to achieve such objectives as may be agreed upon between the two Governments :

(c) To assure the stability of its currency and the validity of its rate of exchange and generally to assure confidence in its internal financial stability :

(d) In conformity with Jordanian laws, to cooperate with other countries to reduce barriers to international trade and to take appropriate measures singly and in cooperation with other countries to eliminate public or private restrictive practices hindering domestic or international trade.

Article 4

The Government of the Hashemite Kingdom of the Jordan will facilitate purchase by the Government of the United States of America, on then prevailing commercial terms no less favorable than those provided to Nationals of other countries, of materials in which the United States of America is actually or potentially deficient, giving due regard to the reasonable requirements of the Government of the Hashemite Kingdom of the Jordan for the domestic use and commercial export of such materials.

Article 5

The two Governments will establish procedures whereby the Government of the Hashemite Kingdom of the Jordan will so deposit, segregate, or assure

title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States so 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 the Hashemite Kingdom of the Jordan is advised by the Government of the United States of America any such legal process would interfere with the attainment of the objectives of the program of assistance.

Article 6

The Government of the Hashemite Kingdom of the Jordan will cooperate with the Government of the United States of America to assure that procurement of commodities or services furnished hereunder will be at reasonable prices and on reasonable terms and may be distributed within the Country of Jordan on terms and conditions to be mutually agreed upon between the two Governments.

Article 7

The Government of the United States of America and the Government of the Hashemite Kingdom of the Jordan recognize that it is in their mutual interest that full publicity be given to the objectives of this Agreement. The Government of the Hashemite Kingdom of the Jordan will permit and give full publicity to the objectives and process of the program under this Agreement and will make public, quarterly, complete statements of operations hereunder, including information as to the use of funds, commodities, and services furnished.

Article 8

The Government of the Hashemite Kingdom of the Jordan shall submit for the disposition of the International Court of Justice or of any arbitral tribunal mutually agreed upon any claim espoused by the Government of the United States of America on behalf of one of its nationals involving compensation for damage arising as a consequence of Governmental measures affecting his property rights, including contracts with, or concessions from, Jordan.

Article 9

This Agreement shall become effective on the date on which it is signed and shall remain in force through June 30, 1952, or until thirty days after notice in writing by either Government to the other of intention to terminate, which-

ever is earlier, provided that Article 2 shall remain in effect until all the Dinars required to be deposited in accordance with its terms have been disposed of as provided in that Article.

DONE in duplicate in English and Arabic, both languages being equally authentic, at Amman this twentieth day of December, 1951.

For the Government of the
United States of America :

Gerald A. DREW
Envoy Extraordinary and
Minister Plenipotentiary of
the United States of America

For the Government of
the Hashemite Kingdom
of the Jordan :

TAWFIQ ABUL HUDA
Minister of Foreign Affairs
of the Hashemite Kingdom
of the Jordan