No. 3285

UNITED STATES OF AMERICA and JORDAN

Exchange of notes (with annex) constituting an agreement relating to special economic assistance. Amman, 4 and 13 May 1954

Official texts: English and Arabic.

Registered by the United States of America on 23 April 1956.

ÉTATS-UNIS D'AMÉRIQUE et JORDANIE

Échange de notes (avec annexe) constituant un accord relatif à une aide économique spéciale. Amman, 4 et 13 mai 1954

Textes officiels anglais et arabe.

Enregistré par les États-Unis d'Amérique le 23 avril 1956.

No. 3285. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND JORDAN RELATING TO SPECIAL ECONOMIC ASSISTANCE. AMMAN, 4 AND 13 MAY 1954

Ι

The American Ambassador to the Jordan Minister of Foreign Affairs

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

AMERICAN EMBASSY

No. 172

Amman, May 4, 1954

Excellency:

I have the honor to refer to recent conversations between representatives of our two Governments concerning assistance by my Government, designed to promote the economic development of Jordan. My Government is prepared, in accordance with the following understanding, both to continue furnishing assistance to Jordan provided for by the Point IV General Agreement for Technical Cooperation between our two Governments² and to provide additional special economic assistance for this purpose.

- 1. The furnishing of any economic or technical assistance by the Government of the United States to the Government of Jordan under this agreement will be based on requests to be made by the Government of Jordan and approved by the Government of the United States, and will be subject to the terms and conditions prescribed by any applicable United States legislation.
- 2. In order to provide maximum benefits to the people of Jordan from such assistance, our two Governments will cooperate to assure that such commodities or services as may be furnished under this agreement will be procured at reasonable prices and on reasonable terms, and will be distributed and utilized in Jordan in furtherance of the purposes of this agreement and on terms and conditions acceptable to both Governments.
- 3. It is understood that the Government of Jordan in consonance with its primary sovereign responsibility for the economic development of Jordan, will assume an effective share of the costs of this joint program as may be mutually arranged between the two Governments, and that the contemplated assistance on the part of the Government of the United States will be designed to supplement rather than to replace the expenditures assumed by the Government of Jordan.
- 4. The Government of Jordan will furnish to the Government of the United States such information and data as may be requested in order to facilitate consideration of

¹ Came into force on 13 May 1954 by the exchange of the said notes. ² United Nations, *Treaty Series*, Vol. 141, p. 55, and Vol. 179, p. 249.

assistance proposals made by the Government of Jordan and evaluation of the effectiveness of assistance furnished, and shall give publicity to these programs of assistance as provided in Article 2 of the Point IV General Agreement for Technical Cooperation.

5. It is understood that this agreement is complementary to and does not supersede any existing agreements between our two Governments.

I have the honor to propose, if these understandings are acceptable to your Government, that this note, including the attached annex, and your Excellency's note concurring therewith constitute an agreement between our two Governments, to enter into force on the date of your Excellency's reply and to remain in force until three months after receipt by either Government of written notification by the other of intention to terminate the agreement.

Accept, Excellency, the assurances of my highest consideration.

L. D. MALLORY

His Excellency Jamal Tuqan Minister of Foreign Affairs The Hashemite Kingdom of Jordan Amman, Jordan

ANNEX TO ECONOMIC AND TECHNICAL ASSISTANCE AGREEMENT WITH JORDAN

- 1. The responsibilities of the Government of the United States in Jordan in connection with this program will be carried out by designated representatives (including contract personnel engaged in activities under this agreement) who will be accorded privileges and immunities specified in Article 4 of the Point IV General Agreement for Technical Cooperation between the two Governments of February 27, 1951. The Government of Jordan will further give full cooperation to such representatives, including the provision of facilities necessary for observation and survey of operations pursuant to this agreement and the use of assistance furnished under it.
- 2. (a) The two Governments will enter into discussions concerning the effective share of the program to be assumed by the Government of Jordan pursuant to Paragraph 3 of this Agreement and the methods by which this undertaking will be carried out including, as may be appropriate, the direct expenditures or contributions to be made by the Government of Jordan for program operations and for administrative and related expenses of the joint program.
- (b) Should it be subsequently determined by the Government of the United States to provide commodities or services on a grant basis for sale in Jordan the Government of Jordan will, without prejudice to additional arrangements under subparagraph (a) above, establish a special account, and will deposit to this account, upon receipt, the local currency accruing to it from the sale of such commodities or services or otherwise accruing to it as a result of the import of such commodities or services. Such account shall be drawn upon to cover local currency requirements of the United States Government for administrative and operating expenditures incident to the furnishing of assistance under this agreement. The Government of the United States will from time to time notify the Government of Jordan of such local currency requirements and the Government of Jordan will thereupon make such sums available from the special account in the manner requested by the Government of the United States in the notification. Subject to the foregoing requirements, the special account may be drawn upon for such local currency costs of program operations under this Agreement as may be agreed to from time to time by the two Governments.
- 3. The Government of Jordan will so deposit, segregate or assume title to all funds allocated to or derived from any program involving the use of contributions by the Government of the United States that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any firm, agency, corporation, organization, or government.

[Translation 1 — Traduction 2]

THE HASHEMITE KINGDOM OF JORDAN MINISTRY OF FOREIGN AFFAIRS AMMAN

No. 68/2/16/2/391

Date: May 13, 1954

Excellency:

I have the honor to refer to the final communications in your note dated May 4, 1954, on the subject of additional American economic aid to Jordan. I inform you that the Jordan Government has decided to accept this aid according to the terms and particulars stated in your note, in the supplement thereto, and in the explanatory note which described what took place at the final meeting between you and my predecessor.

Please accept, Excellency, the assurances of my highest consideration.

JAMAL TUQAN Minister of Foreign Affairs

His Excellency Lester Mallory
American Ambassador Extraordinary
and Plenipotentiary
American Embassy
Amman

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.