

**No. 4111**

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**UNITED STATES OF AMERICA  
and  
TUNISIA**

**Exchange of notes constituting an agreement relating to  
economic, technical and related assistance. Tunis,  
26 March 1957**

*Official texts: English and French.*

*Registered by the United States of America on 18 December 1957.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
TUNISIE**

**Échange de notes constituant un accord relatif à une aide  
dans les domaines économique et technique, ainsi que  
dans les domaines connexes. Tunis, 26 mars 1957**

*Textes officiels anglais et français.*

*Enregistré par les États-Unis d'Amérique le 18 décembre 1957.*

No. 4111. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND TUNISIA RELATING TO ECONOMIC, TECHNICAL AND RELATED ASSISTANCE. TUNIS, 26 MARCH 1957

N° 4111. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LA TUNISIE RELATIF À UNE AIDE DANS LES DOMAINES ÉCONOMIQUE ET TECHNIQUE, AINSI QUE DANS LES DOMAINES CONNEXES. TUNIS, 26 MARS 1957

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*The American Ambassador to the Tunisian Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

Excellency :

Tunis, March 26, 1957

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of the Kingdom of Tunisia economic, technical and related assistance in accordance with the understandings set forth below :

1. The Government of the United States will furnish such economic, technical and related assistance hereunder as may be requested by representatives of appropriate agencies of the Government of the Kingdom of Tunisia and approved by representatives of the agency designated by the Government of the United States to administer its responsibilities under this Agreement, or as may be requested and approved by other representatives designated by our two Governments. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.

2. The Government of the Kingdom of Tunisia will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which such assistance is made available; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms; will furnish to the Special Mission for Economic and Technical Cooperation provided for below all information, complete and detailed, concerning programs and operations carried out under this agreement and other relevant information needed to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; will cooperate with the members of the said mission with a view to permitting them to observe and review without restriction the application of the present agreement, with the assistance of information and records which would be furnished to the Mission by the appropriate agency of the Tunisian

<sup>1</sup> Came into force on 26 March 1957 by the exchange of the said notes.

<sup>1</sup> Entré en vigueur le 26 mars 1957 par l'échange desdites notes.

Government, and particularly the programs and operations undertaken in the framework of the aid furnished; and will give to the people of Tunisia full publicity concerning programs hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the Kingdom of Tunisia will also bear a fair share of the costs thereof; agrees to the maximum extent possible, to seek full coordination and integration of technical cooperation programs being carried on in Tunisia, and agrees to cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Kingdom of Tunisia from the import or sale of such commodities or services, the Government of the Kingdom of Tunisia, except as may otherwise be mutually agreed by the representatives referred to in paragraph 1, will establish in its own name a Special Account in the Tunisian Treasury, which Special Account shall be transferred to the bank of issue of Tunisia, immediately upon its establishment, will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds and, upon notification from time to time by the Government of the United States of its local currency requirements, will make available to the Government of the United States, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of the Kingdom of Tunisia may draw upon any remaining balances in the Special Account for such purposes beneficial to Tunisia as may be agreed upon from time to time by the representatives referred to in paragraph 1. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Kingdom of Tunisia shall be disposed of for such purposes as, subject to approval by Act or joint resolution of the Congress of the United States, may be agreed upon by the representatives referred to in paragraph 1.

4. The Government of the Kingdom of Tunisia will receive a Special Mission for Economic and Technical Cooperation, and its personnel, which will discharge the responsibilities of the Government of the United States hereunder; upon appropriate notification by the Government of the United States, will consider this special mission and its personnel as part of the diplomatic mission of the United States in the Kingdom of Tunisia for the purpose of enjoying the privileges and immunities accorded to that mission and its personnel of comparable rank; and will give full cooperation to the special mission, and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions of this Agreement.

5. In order to assure the maximum benefits to the people of Tunisia from the assistance to be furnished hereunder :

(a) Any supplies, materials, equipment or funds introduced into or acquired in Tunisia by the Government of the United States, or any contractor financed by that Government, for purposes of any program or project conducted pursuant to this Agreement shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in Tunisia, and the import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a program or project shall

- be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in Tunisia.
- (b) All personnel, except citizens and permanent residents of Tunisia, whether employees of the Government of the United States or individuals and employees of public or private organizations under contract with the Government of the Kingdom of Tunisia or its agencies or the Government of the United States or its agencies, who are present in Tunisia to perform work in connection herewith and whose entrance into the country has been approved by the Government of the Kingdom of Tunisia, shall be exempt from income and social security taxes levied under the laws of Tunisia with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, and from taxes on purchase, ownership, use or disposition of personal movable property intended for their own use. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into Tunisia for their own use, as is accorded by the Government of the Kingdom of Tunisia to diplomatic personnel of the American Embassy in Tunisia.
- (c) Funds introduced into Tunisia for the purposes of this Agreement shall be convertible into currency of Tunisia at the rate providing the largest number of units of such currency per United States dollar which, at the time the conversion is made, is not unlawful in Tunisia.

6. All or any part of the program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph one, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. However, the provisions of this agreement shall remain in full force and effect with respect to assistance furnished pursuant to requests made under paragraph one. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of the Kingdom of Tunisia, the present note and your reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your Excellency's reply note and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it, it being understood, however, that the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to requests made under paragraph 1 hereof.

Accept, Excellency, the renewed assurance of my highest consideration.

G. LEWIS JONES

His Excellency Habib Bourguiba  
The Prime Minister  
The President of the Council of Ministers  
The Minister of Foreign Affairs  
Tunis

programme d'aide, à moins de dispositions contraires arrêtées en vertu du paragraphe 1. Cependant, les dispositions de cet accord resteront en vigueur quant à l'aide fournie en vertu des demandes formulées conformément aux stipulations du paragraphe 1 de l'Accord. La cessation d'aide prévue ci-dessus peut inclure l'arrêt des livraisons de produits non encore délivrés et prévus dans le présent Accord.

« J'ai l'honneur de vous proposer que, si les dispositions qui précèdent reçoivent l'agrément du Gouvernement du Royaume de Tunisie, la présente note ainsi que votre réponse éventuelle donnant votre accord, constituent entre nos deux Gouvernements un Accord qui entrera en vigueur à la date de la réponse de votre Excellence. Cet Accord restera en vigueur jusqu'à l'expiration d'un délai de trente jours à compter de la date de la réception par l'un des deux Gouvernements, d'une notification écrite de la part de l'autre, indiquant son intention d'y mettre fin. Toutefois il est entendu que les dispositions du présent Accord resteront en vigueur en ce qui concerne l'aide fournie en vertu des demandes formulées conformément aux dispositions du paragraphe 1 de l'Accord.

« Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération. »

J'ai l'honneur de vous informer que les dispositions qui précèdent rencontrent l'agrément du Gouvernement tunisien.

« Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma haute considération.

B. LADGHAM  
[SCEAU]

Monsieur l'Ambassadeur des États-Unis d'Amérique  
Tunis

*The Tunisian Vice President of the Council of Ministers to the American Ambassador*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

Tunis, March 26, 1957

Mr. Ambassador :

I have the honor to acknowledge the receipt of your note of March 26, 1957, which reads as follows :

[See note I]

<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.

I have the honor to inform you that the foregoing understandings are acceptable to the Tunisian Government.

Please accept, Mr. Ambassador, the assurances of my high consideration.

B. LADGHAM  
[SEAL]

The Ambassador of the United States of America  
Tunis

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