

No. 4226

**UNITED STATES OF AMERICA
and
TUNISIA**

**Exchange of notes (with annex) constituting an agreement
relating to a child feeding program. Tunis, 28 June
1957**

Official texts: English and French.

Registered by the United States of America on 19 March 1958.

**ÉTATS-UNIS D'AMÉRIQUE
et
TUNISIE**

**Échange de notes (avec annexe) constituant un accord
relatif à un programme d'alimentation de l'enfance.
Tunis, 28 juin 1957**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 19 mars 1958.

No. 4226. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND TUNISIA RELATING TO A CHILD FEEDING PROGRAM. TUNIS, 28 JUNE 1957

N° 4226. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LA TUNISIE RELATIF À UN PROGRAMME D'ALIMENTATION DE L'ENFANCE. TUNIS, 28 JUIN 1957

I

The American Ambassador to the Tunisian Prime Minister and Minister of Foreign Affairs

L'Ambassadeur des États-Unis d'Amérique au Premier Ministre et Ministre des affaires étrangères de Tunisie

Tunis, June 28, 1957

Excellency :

I have the honor to refer to the request of Your Excellency's Government for assistance in the Child Feeding Program to be inaugurated in September, 1957.

It is understood that it is the desire of your Government to conduct the Program on a permanent basis, that the initial phase of the Program is to extend at least until June, 1960, that the first full year of operation will be the school year from September, 1957, to June, 1958, that—briefly summarizing the information which has been furnished by representatives of your Government—the Program, in the first full year, giving effect to the expansion which would be made possible by the U.S. assistance for which provision is made below, is designed to supply free feeding for approximately 95,000 children at over 100 centers in North Tunisia, about 40,000 children at 1,700 centers in Central Tunisia, and approximately 55,000 children in more than 40 centers in Southern Tunisia, and that the contribution of your Government in the first year period above-mentioned will be substantially as indicated in Annex² attached hereto, at a total cost to your Government of the equivalent of approximately US \$1,800,000.

In view of your Government's request and of the conclusions reached by representatives of my Government, my Government, for the purposes of the first full year of the Program, will be prepared to make available to your Government, on a grant basis, under Title II of the Agricultural Trade Development and Assistance Act of 1954 (U. S. Public Law 480, 83rd Congress), as amended,

¹ Came into force on 28 June 1957 by the exchange of the said notes.

¹ Entré en vigueur le 28 juin 1957 par l'échange desdites notes.

² See p. 305 of this volume.

the surplus agricultural commodities specified below and will make provision for the ocean freight costs involved in the commodity shipments, subject to the following :

1) The commodities to be supplied are to consist of up to 876 metric tons of non-fat dried milk, up to 659 metric tons of cheese, and up to 3,315 metric tons of flour or equivalent wheat, worth up to \$1,800,000 in terms of Commodity Credit Corporation costs. The ocean freight costs to be provided by the U.S. Government are estimated to amount to \$200,000.

2) Shipments from the United States will be authorized pursuant to Transfer Authorizations of the International Cooperation Administration, to be issued not later than June 30, 1957, stating the commodities, delivery period, specifications, shipping instructions, name of consignee, and any applicable special conditions. Such Authorizations are to be countersigned by a duly authorized representative of your Government. The provisions set forth in such Authorizations are to be regarded as constituting terms of the arrangements with your Government to which this letter is applicable.

3) In respect of the shipments, your Government or its designee will be named as consignee in bills of lading calling for delivery f. o. b. vessel at U.S. port of loading, with ocean freight prepaid. Your Government will be responsible for all costs involved in discharge and demurrage in excess of despatch earned and for general average.

4) It is understood that your Government will make all necessary arrangements for the free entry of all shipments from the United States and will keep the United States Government currently informed of the receipt of the commodities and of the condition in which they are received and of their disposition and distribution.

5) It is further understood that your Government expects to carry out the Child Feeding Program for not less than three years from September, 1957, and, in the second and third years, on a scope not less extensive than in the first full year of operation, as summarized above; and that it is your Government's plan to expand the Program subject to the availability of funds and to necessary governmental approval.

6) It is understood that the present undertaking of my Government is limited to supplying the commodities and providing for payment of ocean freight as provided in paragraph 1) above and that such commodities are to be contributed only for the Program in the first full year, i. e. the school year from September, 1957, to June, 1958. Recognizing the extended nature of the Program as now planned and your Government's expectation that, for the purposes of the Program in succeeding years, your Government will desire additional assistance from my Government, I would add that, after review by my Government of the first year's operations, my Government will be prepared to give consideration to requests which may be made for such additional assistance, providing the then existing U.S. legislative authority and policies

and the availability of surplus agricultural commodities would permit the furnishing of such assistance, and provided further that any such request would give recognition to the basic consideration that the ratio of the contributions by our respective Governments would be on a progressively reduced percentage in respect of U.S. contributions to the contributions of the Government of Tunisia, such as a ratio of 35 percent-65 percent for the year 1958-1959 and 20 percent-80 percent for the year 1959-1960, with the Program thereafter being carried forward entirely by your Government. The foregoing is not in any way to be taken as implying any obligation on the part of my Government in respect of the furnishing of any such additional assistance.

7) It is further understood that your Government will assume all administrative and operating costs of the Program; that throughout the duration of the Program it will carry out a program of public information relating to all aspects of the Program; that it will provide the United States Government with adequate periodic progress reports, at intervals of not less than three months, with respect to operations under the Program; that it will maintain complete accounting records pertinent to the execution of the Program and, in respect of the period in which commodities furnished by the United States are made available for the purposes of the Program, will make such records readily available to United States Government representatives for examination and review; and that, during such period, it will provide facilities to representatives of the United States Government for field visits to observe the progress of operations.

8) The feeding of children shall be without charge and without discrimination as to race, creed, or color.

9) No commodities contributed by my Government shall be sold or bartered and will not be disposed of in any way except for the feeding of children in accordance with the Program.

If the terms set forth above are in accordance with Your Excellency's understanding, I would appreciate receiving from Your Excellency a reply to that effect. My Government will consider this note and your Government's reply concurring therein as constituting an agreement which shall be effective as of the date of your reply.

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

G. Lewis JONES

Attachment: Annex A¹

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

¹ See p. 305 of this volume.

ANNEX A

CONTRIBUTION OF TUNISIAN GOVERNMENT TO CHILD FEEDING PROGRAM IN FIRST YEAR,
SEPTEMBER, 1957—JUNE, 1958

(1) Ministry of National Education		
14,538,480 rations		\$990,000
(2) Secretariat for Youth and Sports		
Meals in 6 children's villages	\$375,430	
Meals in 4 girls' homes	37,543	
Meals at 42 regional centers	313,000	
Fuel for distribution centers	20,600	
Sugar	800	
	TOTAL	747,373
(3) Other expenses for equipment for lunch rooms and kitchens, and contingencies for price fluctuations		n. a.
	GRAND TOTAL (at least)	\$1,737,373

[TRADUCTION — TRANSLATION]

Tunis, le 28 juin 1957

Excellence,

[Voir note II]

G. Lewis JONES

Pièce jointe : annexe A¹

Son Excellence Monsieur Habib Bourguiba
Premier Ministre
Président du Conseil des Ministres
Ministre des affaires étrangères
Tunis

¹ Voir p. 309 de ce volume.

[TRANSLATION¹ — TRADUCTION²]

Tunis, June 28, 1957

Mr. Ambassador :

I have the honor to acknowledge receipt of your letter of June 28, 1957, which reads as follows :

[*See note I*]

I have the honor to inform you that the foregoing arrangements meet with the approval of the Tunisian Government.

Accept, Mr. Ambassador, the assurances of my high consideration.

BOURGUIBA

The Ambassador of the United States of America
Tunis

ANNEX A

[*See p. 305 of this volume.*]

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

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