

No. 6140

**UNITED STATES OF AMERICA
and
ICELAND**

**Agricultural Commodities Agreement under Title I of the
Agricultural Trade Development and Assistance Act,
as amended (with memorandum). Signed at Washing-
ton, on 6 November 1961**

Official text: English.

Registered by the United States of America on 7 May 1962.

**ÉTATS-UNIS D'AMÉRIQUE
et
ISLANDE**

**Accord relatif aux produits agricoles, conclu dans le cadre
du titre I de la loi tendant à développer et à favoriser le
commerce agricole, telle qu'elle a été modifiée (avec
mémoire). Signé à Washington, le 6 novembre
1961**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 7 mai 1962.

No. 6140. AGRICULTURAL COMMODITIES AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ICELAND UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED. SIGNED AT WASHINGTON, ON 6 NOVEMBER 1961

The Government of the United States of America and the Government of Iceland :

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries ;

Considering that purchase for Icelandic kronur of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade ;

Considering that the Icelandic kronur accruing from such purchase will be utilized in a manner beneficial to both countries ;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Iceland pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities ;

Have agreed as follows :

Article I

SALES FOR ICELANDIC KRONUR

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Iceland of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Icelandic kronur,

¹ Came into force on 6 November 1961, upon signature, in accordance with article VI.

to purchasers authorized by the Government of Iceland, of the following agricultural commodities in the amounts indicated :

<i>Commodity</i>	<i>Export Market Value</i>
Apples	\$ 100,000

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Icelandic kronur accruing from such sale, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this Agreement.

4. The financing, sale and delivery of commodities under this Agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

Article II

USES OF ICELANDIC KRONUR

The Icelandic kronur accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown :

- A. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (r) of Section 104 of the Act, or under any of such subsections, twenty-five percent of the Icelandic kronur accruing pursuant to this Agreement.
- B. For a loan to the Government of Iceland under Section 104 (g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Iceland, as may be mutually agreed, seventy-five percent of the Icelandic kronur accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Icelandic kronur for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the Icelandic kronur for any purposes authorized by Section 104 of the Act.

Article III

DEPOSIT OF ICELANDIC KRONUR

1. The amount of Icelandic kronur to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Icelandic kronur, as follows :

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Iceland, or
- (b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of Iceland.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of Icelandic kronur which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

Article IV

GENERAL UNDERTAKINGS

1. The Government of Iceland will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) of the agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use

their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Iceland will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

Article V

CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement, or to the operation of arrangements carried out pursuant to this Agreement.

Article VI

ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Washington, in duplicate, this sixth day of November, 1961.

For the Government of the United States of America :

Philip H. TREZISE

For the Government of Iceland :

Stefán HILMARSSON

MEMORANDUM

The following understandings were reached in the course of negotiations between representatives of the Government of the United States of America and the Government of Iceland with respect to the maintenance of usual marketings in Iceland of commodities sold under the Agricultural Commodities Agreement signed today,¹ and to other undertakings of the Government of Iceland on which that agreement is based.

¹ See p. 226 of this volume.

1. The Government of Iceland, in order to maintain its usual marketings, will provide facilities for Icelandic importers to purchase, during Fiscal Year 1962, at least \$100,000 worth of apples from the United States and other friendly countries.

2. The Government of Iceland undertakes not to resell to third countries or permit to be resold to third countries any fruit acquired from foreign countries during Fiscal Year 1962.

3. The Government of Iceland agrees that, upon request of the Government of the United States of America, it will provide facilities for conversion of 2% of the Icelandic kronur accruing from sales under the agreement into other currencies for purposes of Section 104 (a) of the Act. Those currencies will be used to finance agricultural market development activities in other countries.

4. The Government of the United States may utilize kronur in Iceland to pay for international travel originating in Iceland, or originating outside Iceland when involving travel to or through Iceland, including connecting travel, and for air travel within the United States or other areas outside Iceland when it is part of a trip in which the traveler journeys from, to or through Iceland. It is further understood that this travel is not limited to services provided by Icelandic airlines.

5. The Government of Iceland gives assurances that any taxes collected in connection with the import of commodities under the agreement will not be used for export promotion.

6. The Government of Iceland undertakes to keep the Government of the United States of America informed as to the operations of the program and, in particular, to supply the same information as to arrivals and unloadings of commodities by ship, assurances regarding re-export, and progress in meeting usual marketing requirements, as was supplied under the 1960 program.

7. With respect to paragraph B of Article II, the two Governments agree to follow the procedures in effect for the Agricultural Commodities Agreement of March 3, 1959¹ and, specifically, those referred to in paragraph 7 of the Memorandum of Understanding² attached to that agreement.

DONE at Washington, in duplicate, this sixth day of November, 1961.

For the Government of the United States of America :

Philip H. TREZISE

For the Government of Iceland :

Stefán HILMARSSON

¹ United Nations, *Treaty Series*, Vol. 341, p. 261 ; Vol. 358, p. 376, and Vol. 372, p. 403.

² United Nations, *Treaty Series*, Vol. 341, p. 270.